



U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [REDACTED] in connection with possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [REDACTED]

[REDACTED] This Agreement is conditional and depends upon [REDACTED] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [REDACTED] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [REDACTED] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [REDACTED] desires to report to the Antitrust Division possible [REDACTED] or other conduct violative of the Sherman Act in the [REDACTED] ("the anticompetitive activity being reported"). [REDACTED] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: [REDACTED] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to [REDACTED] relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. Corporate Leniency: Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current or former

director, officer or employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [REDACTED] in connection with possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in connection with [REDACTED]

[REDACTED] This agreement is conditional and depends upon [REDACTED] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [REDACTED] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [REDACTED] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

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2. **Cooperation:** [REDACTED] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

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- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. **Corporate Leniency:** Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to [REDACTED] in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter

initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current director, officer or employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:

Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to [REDACTED] in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency,

[REDACTED]

immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. **Entire Agreement:** This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. **Authority And Capacity:** The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,

[REDACTED]



U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]
Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [REDACTED], in connection with possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [REDACTED]. This Agreement is conditional and depends upon [REDACTED] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [REDACTED] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [REDACTED] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. **Representations:** [REDACTED] desires to report to the Antitrust Division possible [REDACTED] or other conduct violative of the Sherman Act in the [REDACTED] ("the anticompetitive activity being reported"). [REDACTED] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. **Cooperation:** [REDACTED] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to [REDACTED] relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. **Corporate Leniency:** Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current or former director, officer or

employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:

Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person

to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [REDACTED] subsidiaries [REDACTED] in connection with possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [REDACTED]. This Agreement is conditional and depends upon [REDACTED] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [REDACTED] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [REDACTED] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [REDACTED] desires to report to the Antitrust Division possible [REDACTED] or other conduct violative of the Sherman Act in the [REDACTED] [REDACTED] ("the anticompetitive activity being reported"). [REDACTED] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: [REDACTED] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to [REDACTED] relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
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- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
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- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. **Corporate Leniency:** Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or

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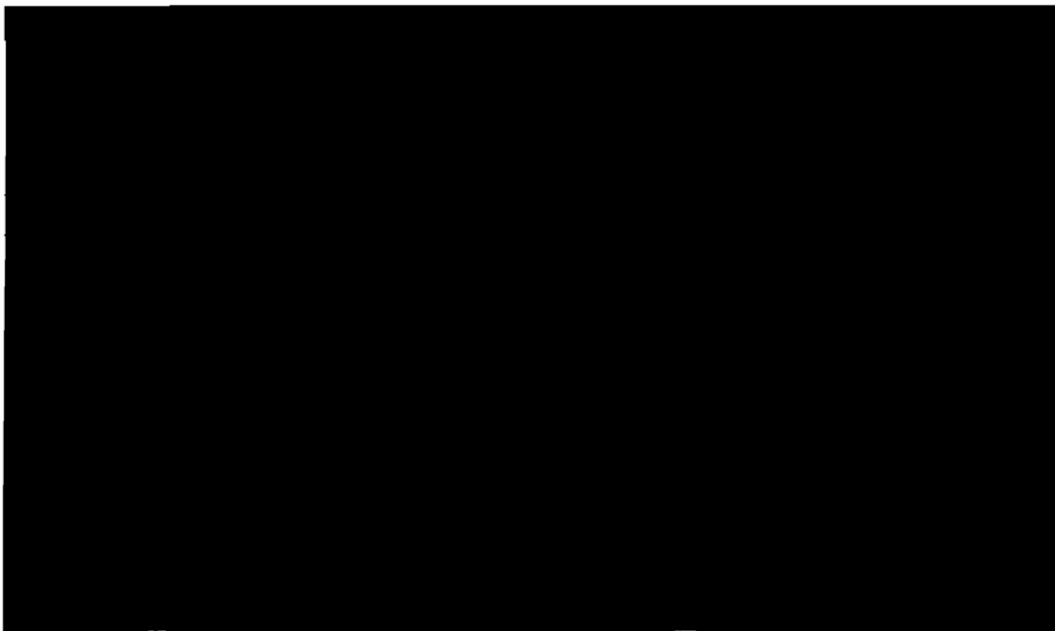
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U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

Dear [REDACTED]

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- (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. **Corporate Leniency:** Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the

Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current director, officer or employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:

Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency,


immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. **Entire Agreement:** This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. **Authority And Capacity:** The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [REDACTED] affiliates.

[REDACTED] in connection with possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [REDACTED]

This Agreement is conditional and depends upon [REDACTED] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [REDACTED] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [REDACTED] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. **Representations:** [REDACTED] desires to report to the Antitrust Division possible [REDACTED] or other conduct violative of the Sherman Act in the [REDACTED] [REDACTED] ("the anticompetitive activity being reported"). [REDACTED] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. **Cooperation:** [REDACTED] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to [REDACTED] relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. **Corporate Leniency:** Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated

this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current or former director, officer or employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other

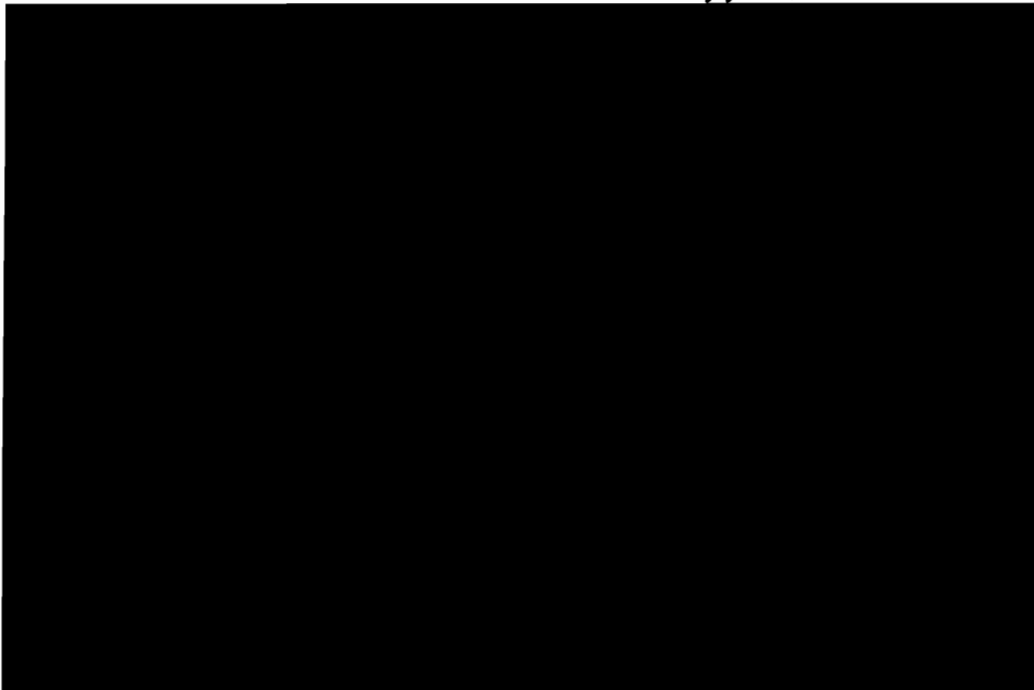
prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. This letter supersedes the previous letter signed by [REDACTED]

6. Authority And Capacity: The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





U. S. Department of Justice

Antitrust Division

[Redacted]

[Redacted]

[Redacted]

Dear [Redacted]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted] in connection with possible [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Redacted]

This agreement is conditional and depends upon [Redacted] satisfying the conditions set forth below. After all of these conditions are met, the division will notify [Redacted] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Redacted] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. **Representations:** [Redacted] desires to report to the Antitrust Division possible [Redacted] or other conduct violative of the Sherman Act in the [Redacted] ("the anticompetitive activity being reported"). [Redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the anticompetitive activity being reported and was not the leader in, or originator of, the anticompetitive activity being reported.

2. **Cooperation:** [Redacted] subsidiaries [Redacted]

██████████ subsidiaries"), agree to provide full, continuing, and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to ██████████ subsidiaries, relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of a subpoena, all documents not privileged under U.S. law or other items in the possession, custody, or control of ██████████ subsidiaries requested by the Antitrust Division, to the extent not already produced;
- (c) securing the complete, candid, and truthful cooperation of ██████████ which shall include, but not be limited to:
 - (i) the voluntary provision to the Antitrust Division by ██████████ any information they may have relevant to the anticompetitive activity being reported;
 - (ii) the appearance of ██████████ for such interviews or testimony relevant to the anticompetitive activity being reported as the Antitrust Division may require at times and places designated by the Antitrust Division; and
 - (iii) the provision of testimony by ██████████ when requested by the Antitrust Division, in grand jury, trial, or other proceedings in connection with the anticompetitive activity being reported;
- (d) using its best efforts to secure the complete, candid, and truthful cooperation of the current and former directors, officers, and employees, of ██████████ subsidiaries and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to the anticompetitive activity being reported;
- (e) facilitating the ability of current and former directors, officers, and employees of ██████████ subsidiaries to appear for

such interviews or testimony relevant to the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

- (f) using its best efforts to ensure that current and former directors, officers, and employees of [REDACTED] subsidiaries, who provide information to the Antitrust Division respond completely, candidly, and truthfully to all questions asked in interviews, grand jury appearances, and at trial;
- (g) using its best efforts to ensure that current and former directors, officers, and employees of [REDACTED] subsidiaries, who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (h) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported in which [REDACTED] subsidiaries, was a participant.

3. Corporate Leniency: Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing, and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees to accept [REDACTED] into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] subsidiaries for any act or offense they may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] subsidiaries has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] subsidiaries, without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] subsidiaries, as well as any statements or other information provided by any current or former director, officer, or employee of [REDACTED] subsidiaries, to the Antitrust Division pursuant to this

Agreement, may be used against [REDACTED] subsidiaries, in any such prosecution.

4. Non-Prosecution Protection for Corporate Directors, Officers, and Employees: Subject to [REDACTED] subsidiaries' full, continuing, and complete cooperation, the Antitrust Division agrees that current and former directors, officers, and employees of [REDACTED] subsidiaries, who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] subsidiaries, prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) making his relevant personal documents and records available in the United States to attorneys and agents of the United States;
- (b) making himself available in the United States to attorneys and agents of the United States for interviews;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise giving the United States access to knowledge or information he may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer, or employee of [REDACTED] subsidiaries, fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should

any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority and Capacity: The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,



Attachment



U. S. Department of Justice

Antitrust Division

[Redacted]

[Redacted]

Dear [Redacted]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted] subsidiary [Redacted] in connection with possible [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Redacted]. This Agreement is conditional and depends upon [Redacted] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Redacted] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Redacted] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. **Representations:** [Redacted] desires to report to the Antitrust Division possible [Redacted] or other conduct violative of the Sherman Act in the [Redacted] ("the anticompetitive activity being reported"). [Redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. **Cooperation:** [Redacted] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

[Redacted]

- (a) providing a full exposition of all facts known to [REDACTED] relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. **Corporate Leniency:** Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated

this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current or former director, officer or employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:

Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [REDACTED] expressly excluding [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

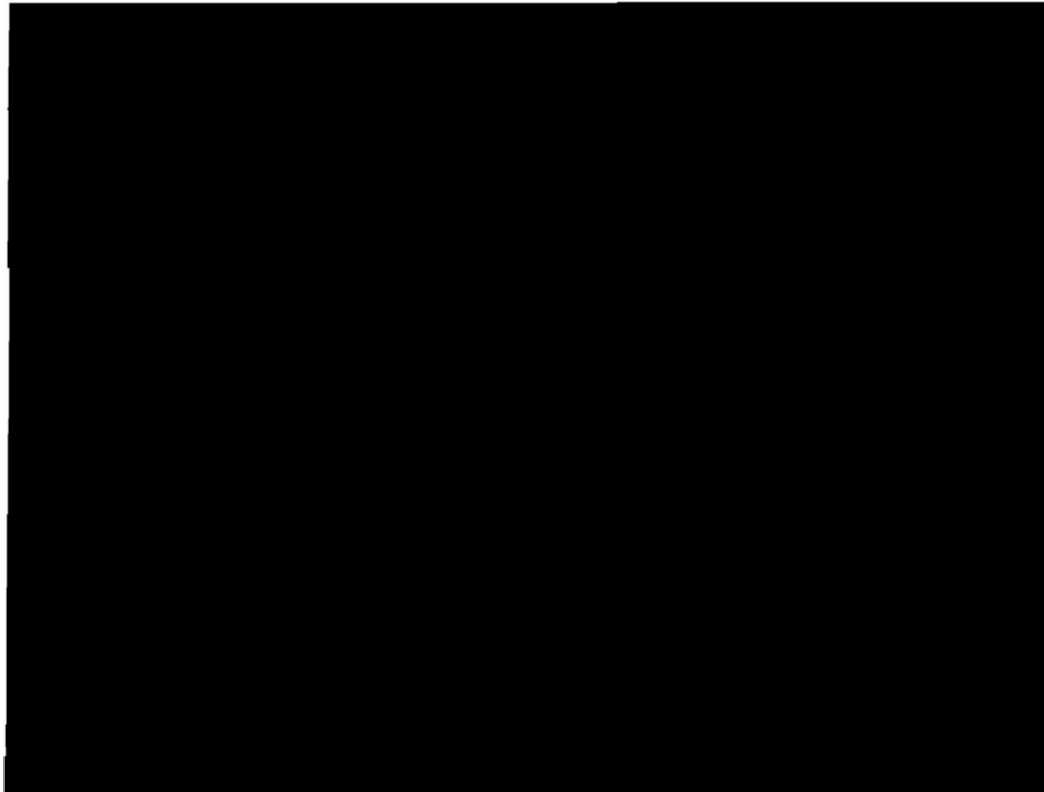
The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. **Entire Agreement:** This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dear

Re: [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [REDACTED] in connection with possible [REDACTED]

AGREEMENT

1. **Representations:** [REDACTED] desires to report to the Antitrust Division possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [REDACTED] represents to the Antitrust Division that, in connection with the activity being reported, it:

- (a) took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activities and was not a leader in, or originator of, the activity.

2. Cooperation: [REDACTED] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing promptly, in response to a subpoena or at the request of the Antitrust Division, all documents or other items in its possession, custody or control requested by the Antitrust Division, to the extent not already produced;
- (b) using its best efforts to secure the complete, candid and truthful cooperation of its current and former directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible [REDACTED] or other conduct violative of 15 U.S.C. § 1, in the [REDACTED];
- (c) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (d) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, grand jury appearances and at trial;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (f) using its best efforts to make restitution to any person or entity injured as a result of any [REDACTED] or other conduct violative of 15 U.S.C. § 1, in the [REDACTED] in which [REDACTED] was a participant.

3. Corporate Leniency: Subject to verification of [REDACTED] representations in paragraph 1. above, and subject to its continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees to accept [REDACTED] into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993.



Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the activity being reported in the [REDACTED]. The commitments in this Agreement are binding only upon the Antitrust Division, although, upon request of [REDACTED], the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke [REDACTED] conditional acceptance into the Corporate Leniency Program. Should the Antitrust Division revoke [REDACTED] conditional acceptance into the Corporate Leniency Program, the Antitrust Division may thereafter initiate criminal prosecutions against [REDACTED] without limitation. Should such prosecutions be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current director, officer or employee of [REDACTED] received pursuant to this Agreement, may be used against [REDACTED] (and against such persons individually) in such prosecutions.

4. **Leniency for Corporate Directors, Officers and Employees:** Subject to his or her continuing and complete cooperation, the Antitrust Division agrees that any current and former director, officer and employee of [REDACTED] who admit their knowledge of or participation in the activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during his or her period of employment at [REDACTED] prior to the date of this letter in connection with the activity being reported in the [REDACTED]. The commitments in this Agreement are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event any current director, officer or employee of [REDACTED] fails to comply fully with his or her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under the Corporate Leniency Program may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person pursuant to this Agreement may be used against him or her in such prosecution.

5. **Entire Agreement:** This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

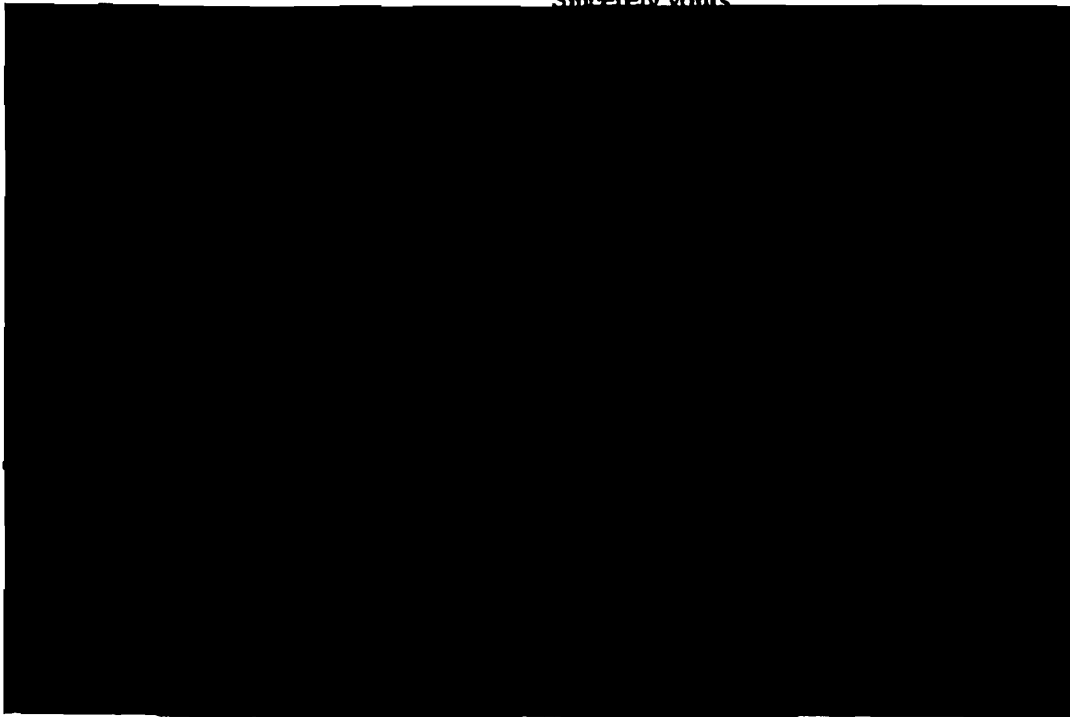


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6. Authority and Capacity: The Antitrust Division and [redacted] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours





U. S. Department of Justice

Antitrust Division

[REDACTED]

[REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [REDACTED]

[REDACTED] during the time of the anticompetitive activity being reported [REDACTED] in connection with possible [REDACTED] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, [REDACTED]

[REDACTED] This agreement is conditional and depends upon [REDACTED] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [REDACTED] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [REDACTED] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. **Representations:** [REDACTED] desires to report to the Antitrust Division possible [REDACTED] or other conduct violative of the Sherman Act in the [REDACTED] ("the anticompetitive activity being reported"). [REDACTED] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. **Cooperation:** [REDACTED] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to [REDACTED] relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. Corporate Leniency: Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke

the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current director, officer or employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:

Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees¹ of [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other

¹ "Current directors, officers and employees" means those individuals employed by [REDACTED] as of the date of this letter. "Former directors, officers and employees" refers to individuals no longer employed by [REDACTED] as of the date of this letter.

prosecuting offices or administrative agencies. In the event a current director, officer or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution. The non-prosecution protections in this paragraph do not extend to the following former employees:
[REDACTED]

.5. **Entire Agreement:** This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. **Authority And Capacity:** The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,

[REDACTED]



U.S. Department of Justice

Antitrust Division

[Redacted]

[Redacted]

Re: [Redacted]

Dear [Redacted]

This letter will confirm that the Antitrust Division agrees that the cooperation of [Redacted] relating to the [Redacted] falls within the terms of the conditional acceptance of [Redacted] into the Antitrust Division's Corporate Leniency program entered on [Redacted] relating to the [Redacted]. All of the terms and conditions described in the conditional Corporate Leniency agreement between the Division and [Redacted] shall also apply to the [Redacted]. Of course, [Redacted] must satisfy all requirements of the Corporate Leniency Policy for [Redacted] before its application is fully granted.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely,

[Redacted]

[Redacted]





U. S. Department of Justice

Antitrust Division

[Redacted]

[Redacted]

Dear [Redacted]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted] in connection with possible [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Redacted]. This agreement is conditional and depends upon [Redacted] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Redacted] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Redacted] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. **Representations:** [Redacted] desires to report to the Antitrust Division possible [Redacted] or other conduct violative of the Sherman Act in the [Redacted] ("the anticompetitive activity being reported") [Redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. **Cooperation:** [Redacted] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to [Redacted] relating to the anticompetitive activity being reported;

[Redacted]

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. **Corporate Leniency:** Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the

Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current or former director, officer or employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:

Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to

such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. **Entire Agreement:** This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. **Authority And Capacity:** The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,

