Offshore Energies UK (OEUK) Competition Law Compliance Policy

1 CEO Introduction

1.1 Competition benefits both businesses and consumers. It shows companies where they need to improve; encourages organisations to strive for greater efficiency, become more innovative, more productive, and ultimately be better businesses. OEUK run our business with integrity and in an honest and ethical manner. All of us must work together to ensure we remain strictly within the boundaries of competition law.

1.2 Competition law is designed to protect businesses and consumers from anti-competitive behaviour, and safeguard effective competition. All businesses must comply with competition law and there can be serious consequences for businesses and individuals, including directors, for non-compliance, including heavy fines, prison sentences, director disqualifications and reputation damage.

1.3 The basic concepts of competition law are simple: competitors must compete, not collude; and must not abuse their "dominant position". Since all trade associations assist their members to work together on legitimate issues of common interest - e.g. regulatory matters and the development of the relevant industry - we must always be clear on the boundaries competition law places on our activities. This is by far the biggest area of legal risk which all of us in OEUK have to manage.

1.4 Trade associations are of special interest to competition authorities, as by definition they arrange meetings of competitors. Bona fide collaboration on legitimate industry issues is permitted; using any meetings as a "cover" for collusion in anti-competitive practices is prohibited. Industry associations can serve useful, pro-competitive purposes, but the risk of encountering a competition law issue in the context of trade associations is significant. This guide is an information resource about competition law compliance risk in the context of trade associations.

1.5 The sanctions in this area are severe. We and our members could be fined up to 10% of group worldwide turnover, and also face potential claims for damages. Individual members may be implicated in a trade association investigation even if they did not openly and actively support the relevant agreement/activity. Mere allegation of a breach of competition law can cause severe reputational damage.

1.6 If you have any question or concern in this area, please raise it immediately with your line manager, our Legal Department, the Finance and Corporate Services Director or me. OEUK members should report any concerns in the first instance to their own legal advisers. Pending satisfactory resolution of your question, you should not proceed further.

1.7 Any breach of this policy may become a disciplinary matter – but nobody will ever be disciplined for "taking a pause" and raising a question or concern; so please read this document carefully, keep it handy for reference - and if in doubt, ask.

2 Our approach

2.1 OEUK is committed to complying with competition law.

2.2 We conduct our business to the highest legal and ethical standards and will not tolerate any infringement of competition law. Such behaviour would simply be illegal, damage our reputation and expose us, and our staff and representatives, including you personally, to the risk of very significant sanctions.

2.3 Offshore Energies will ensure that all staff receive training on competition law. Training will be updated on a regular basis for staff within OEUK.

3 How does this affect us?

3.1 Competition law may become an issue for our organisation in three main contexts:

- cartel activity
- other potentially anti-competitive agreements
- abuse of a dominant position

Cartel activity	Cartels are the most serious types of anti-competitive agreements, where two or more businesses agree not to compete with each other. Cartels deprive consumers and other businesses of the benefits of fair competition and, in the long run, undermine competitiveness in the wider economy. They include agreements to fix prices, engage in bid-rigging, limit production, share customers or markets. A cartel may also arise where there is a unilateral exchange of information or when businesses disclose or exchange commercially sensitive information.
Other anti-competitive agreements	Other agreements that could be anti-competitive, whether in writing or otherwise, include: —horizontal agreements between competitors operating at the same level in the market (eg joint selling or joint purchasing with competitors, standard setting, etc), and —vertical agreements between companies operating at different levels of the production or distribution chain (eg between supplier and retailer or manufacturer and distributor), eg agreements influencing the price at which the purchaser can resell the products (so-called retail price maintenance—RPM), agreements containing territorial and customer restrictions, and agreements containing exclusivity provisions
Abuse of a dominant position	[Where an organisation enjoys substantial market power over a period of time, it may be in a dominant position.]Even where our organisation is not in a dominant position, we may be at risk of being adversely affected by abuse of a dominant position by others (eg, suppliers or competitors). You should be aware of the signs of abuse of dominance and know what to do if you suspect it is happening in our market.

4 Recognising anti-competitive behaviour

4.1 The following table sets out examples of behaviour that should raise a 'red flag' within our organisation.

Category of conduct	**'Red flags'/Relevant behaviour**
Cartel behaviour	Any attempt to fix prices. Any attempt to engage in bid-rigging. Any attempt to limit production. Any attempt to share customers or markets.

Category of conduct	'Red flags'/Relevant behaviour
	Any attempt to standardise products (while product standardisation can be pro-competitive, it can in some instances also be classified as anti-competitive if, for example, the standards are only available to certain competitors). Attendance of trade association meetings (while attending meetings of trade or industry associations can be entirely legal and serve pro-competitive purposes, they can also provide opportunities for competitors to exchange competitively sensitive information or engage in other anti-competitive conduct).
Behaviour indicative of an abuse of dominance	Refusal to supply without objective justification. Price discrimination (eg offering different prices or terms to similar customers without objective justification). Granting of non-cost-justified rebates or discounts to customers (eg to reward them for a particular form of purchasing behaviour or for accepting exclusivity provisions). Tying or bundling (eg by forcing customers wishing to purchase one product to purchase a different one in addition). Predatory pricing (eg by charging prices so low that they do not cover the costs of the products or services sold).

Category of conduct	'Red flags'/Relevant behaviour
	Refusal to grant access to facilities that are essential for other competitors.
Other anti-competitive behaviour	Any agreement influencing the price at which the purchaser can resell the products (so-called retail price maintenance—RPM). Any agreements containing territorial and customer restrictions. Any agreements containing exclusivity provisions.

5 Risk assessment

5.1 We aim to ensure our competition law compliance procedures are adequate and in line with the risks we face.

5.2 We have assessed the risk of our organisation breaching competition law. This competition law compliance policy has been developed in response to the results of that risk assessment. Where necessary, we will review our risk assessment and make appropriate changes to this policy.

6 Trade associations

6.1 Industry associations can serve useful, pro-competitive purposes but there is also a high risk of encountering a competition law issue in the context of trade associations.

6.2 You must avoid discussing sensitive business topics with competitors in the context of trade associations. This includes conversations with competitors during formal OEUK meetings, related social events and casual encounters before or after OEUK meetings or social events.

7 Gathering competitive intelligence

7.1 Knowing our industry and competitors is beneficial to business success, but the risk of encountering a competition law issue when conducting this sort of activity is high.

7.2 You must ensure you stay within the boundaries of competition law when you gather information on competitors' activities, products or services.

8 Overall responsibility for this policy

8.1 The Chief Executive has overall responsibility for this policy. They are responsible for ensuring this policy is adhered to by all staff.

9 An Individuals Responsibilities

9.1 Everyone is responsible for:

9.1.1 reading and being aware of the contents of this policy;

9.1.2 not breaching competition law;

9.1.3 complying with this policy; and

9.1.4 reporting cases where you know, or suspect that competition law has been breached or is likely to be breached.

10 Reporting concerns

10.1 Each of us has a responsibility to speak out if we discover anything corrupt or otherwise improper occurring in relation to our business. We cannot maintain our integrity unless we do this. If you discover or suspect a competition law compliance breach, whether by:

10.1.1 you;

10.1.2 another staff member;

10.1.3 a third party who represents us;

10.1.4 one of our suppliers or competitors; or

10.1.5 anyone else—perhaps even a customer.

10.2 You can do this anonymously.

10.3 You must make your report as soon as reasonably practicable. You may be required to explain any delays.

11 Consequences of failing to comply

11.1 We take compliance with competition law and with this policy very seriously.

11.2 Failure to comply puts both you and the business at risk.

11.3 You may commit a criminal offence if you fail to comply with this policy. Competition law carries severe penalties.

11.4 Because of the importance of this policy, failure to comply with any requirement may lead to disciplinary action under our procedures, and this action may result in dismissal for gross misconduct.

12 Further information

12.1 If you have any questions or concerns about anything in this policy, do not hesitate to contact the Legal Manager.

12.2 Equally, if you have any questions or concerns about competition law compliance generally, or would like more information on any aspect of competition law compliance, please contact the Legal Manager or the Finance & Corporate Services Director.

APPENDIX 1
DOS AND DON'TS FOR OEUK STAFF

These provide brief practical guidance to OEUK staff to aid compliance with competition law and highlight certain areas where extra caution should be taken. Please note that these lists are not exhaustive.

Do

1. Continue the OEUK policy of ensuring that membership and access to membership benefits remains open to all applicants on an equal basis and on non-discriminatory terms.

2. Protect the confidentiality of all commercially sensitive information.

3. Unless specific legal advice from the Legal Manager or external counsel has approved an alternative approach, aggregate and anonymise any commercially sensitive information provided to OEUK on a confidential basis before distributing it to members. Confirm with the Legal Manager before distribution. Record the steps taken to ensure protection, aggregation and anonymity.

4. Ensure that where OEUK publishes standards, codes of practice or standard terms, they are clearly marked as recommendations, their use by members is not enforced and they do not contain any matters which could affect competition between members.

5. Follow the guidelines on agendas, procedures and minutes of all meetings.

6. Flag any concerns that you may have should discussions during meetings or at any time stray into inappropriate matters. Stop such discussions. Consult the Legal Manager on whether the topic may be addressed and if so, how.

7. Report any competition law concerns to the Legal Manager, the Finance and Corporate Services Director, another Director of OEUK or the Chief Executive.

Don't

1. Share commercially sensitive information with members or create any opportunity for members to share such information except in accordance with specific legal advice.

2. Unless specific legal advice from the Legal Manager or external counsel has approved an alternative approach, distribute any commercially sensitive information without

first aggregating and anonymising it and checking that appropriate agreements are in place for the use of the information and to protect confidentiality.

3. Seek to establish standards or common approaches between members on commercially competitive aspects of their business, such as prices.

APPENDIX 2
DOS AND DON'TS FOR MEMBERS

Members of OEUK should note the following points as well as any guidance provided by their own companies. Please note this list is not exhaustive.

Do

1. Review agendas in advance of meetings and raised any concerns.
2. Keep to the agenda of the meeting, save for AOAB which should be raised at the start of a meeting for discussion at the end.
3. Flag any concerns that you may have if discussions during meetings stray into inappropriate matters. Consider whether you should leave the meeting. Have your concerns (and if it is the case, your leaving) minuted.
4. Review the draft minutes of meetings to ensure that they are accurate and correct any inaccuracies as soon as possible.
5. Ensure commercially sensitive information is disclosed to OEUK staff only on the explicit understanding that it will be aggregated and anonymised before distribution among members or after specific legal advice from the Legal Manager or external counsel that any alternative approach is justifiable under competition law.
6. Report any competition law concerns regarding any OEUK activity to the Chief Executive, the Legal Manager, the Finance and Corporate Services Director or another Director of OEUK.
7. Use OEUK forums and committees to discuss non-confidential technical and/or scientific issues relevant to industry (tax, legislation, quality, health, HSE, corporate, social responsibility, regulatory compliance); and general issues regarding industry's relations with government and other institutions, general promotional opportunities and public relations activities and the extent, size and operation of the UK supply chain.
8. Use extra vigilance at OEUK conferences, social gatherings, drinks receptions and also at breakout lunches and coffee sessions at OEUK meetings.

Don't

1. Use OEUK as a forum for inappropriate discussions such as:
    1.1. the exchange of commercially sensitive information with other members;
    1.2. the formulation of collective positions on commercially sensitive issues such as pricing and output, or boycotts of suppliers or customers;
    1.3. any attempt to establish common terms of business with other members;

1.4. the consideration of current tenders or other activities which could be interpreted as collusion in tendering processes;

1.5. hold any meeting of any OEUK workgroup which has not been notified to OEUK staff or which does not comply with this policy;

1.6. breach any of the "don't" prohibitions in Appendix 3 Procedure for Meetings.

APPENDIX 3 PROCEDURE FOR MEETINGS

When participating in any OEUK meeting including the Board and Advisory Councils, forum, committee or working groups, OEUK staff and members should note the following:

Do

1. An OEUK staff member should be present at all meetings unless it has been agreed with the relevant OEUK Director or Legal Manager that the meeting can go ahead without an OEUK staff member present.
2. At the beginning of any meeting, the Chair will remind attendees that discussions are subject to competition law; and that this Policy is available for reference.
3. Chairs must draft the agendas well in advance; consult with the Legal Manager if concerned about any of the proposed agenda items and take advice of external counsel if the Legal Manager so advises, before circulating the agenda.
4. Make the agenda (including all relevant attachments) available in advance to all member companies' representatives for the relevant meeting so that members have sufficient time to raise any concerns in advance of the meeting.
5. After the safety briefing/safety moment and endorsement of prior minutes, reconfirm the agenda and agree on any "AOAB" - "any other agreed business" - item(s) which any participant believes need to be raised. AOAB items should be limited to practical matters such as notifications of changes of personnel or meeting dates or places, notification of issues which are being addressed in other fora or news items which may be of interest to members, or notifications of items which may be appropriate to be added to the agenda for future meetings, but should not involve substantive discussions of these items; but if there is a concurrent and related OEUK meeting, or an issue on which a relevant external announcement is expected during the meeting, this may also be flagged at the outset, and agreed to be discussed under AOAB.
6. Keep to the agenda and limit AOAB items to those agreed at the beginning of the meeting.
7. Take a careful note of any competition concern raised by an attendee. Do not try to prevent any member raising a concern or leaving the meeting. Minute this.
8. If discussions begin to stray into competition-sensitive areas, stop the conversation. Ask everyone to consider whether the topic is appropriate and take legal advice (in the case of members, from their own legal advisers) before resuming that conversation. Minute the action of stopping the discussion, reference to taking legal advice and the advice subsequently given.
9. Ensure that accurate minutes are taken for all meetings. Be mindful of how the minutes could be interpreted by someone who was not present.

10. Circulate draft minutes to attendees well before the next meeting. Ask for comments by a deadline. Have the minutes formally approved at the opening of the next meeting and then posted on the OEUK extranet or distributed appropriately.

11. Consider whether it may be beneficial to have a legally qualified person present at the meeting to ensure compliance with this Policy.

12. Be sensitive to appearances created through contacts with competitors generally.

Don't

1. Discuss any items that are not on the agenda, save for AOAB items referred to above.

2. Provide any new documentation at the meeting for any agenda item.

3. Have "off the record" discussions.

4. Proceed with any discussions in respect of which a member or OEUK staff member has expressed a legitimate competition law concern.

5. Unless sanctioned by specific legal advice, raise any item of information which is **commercially sensitive information** for any member company, such as:

5.1. Pricing information

5.1.1. Individual company or industry prices (e.g. pipeline tariffs), price changes, price differentials, margins, price mark-ups, discounts, allowances, credit terms, rebates, commissions rates, price changes, terms of sale including enforcing resale prices.

5.2. Costs and production information

5.2.1. Individual company data on costs, production, production capacity, pipeline ullage, inventories, sales;

5.2.2. Plans of individual companies concerning field developments or the design, production, distribution or marketing of particular products, including proposed territories or customers;

5.2.3. Changes in industry production capacity (other than nameplate capacities) or inventories and the like;

5.2.4. Overhead or distribution costs, costs accounting formulas, methods of computing costs.

5.3. Market information

5.3.1. Company bids and procedures for responding to bid invitations;

5.3.2. Intentions to bid or not to bid;

5.3.3. Matters relating to actual or potential individual suppliers or customers or to business conduct of firms toward them;

5.3.4. The identity of customers or suppliers;

5.4. Investment, divestments and future plans

5.4.1. Non-public information relating to the future plans of individual companies concerning investments or divestments (such as, capacity closure, expected use of production capacity, expansion plans or market entry or exit);

5.4.2. Intentions to enter or not enter certain markets;

5.4.3. Distribution or marketing of any product, including new customers.

2.2 Topics of conversation to avoid

Just as you must avoid discussing sensitive business topics with competitors during informal meetings, you must avoid these sorts of discussions in the context of trade associations. This includes conversations with competitors during formal trade association meetings, related social events and casual encounters before or after trade association meetings or social events. Topics to avoid discussing include:

2.2.1 prices;

2.2.2 terms and conditions;

2.2.3 costs;

2.2.4 profits and financial results;

2.2.5 customers;

2.2.6 territories;

2.2.7 product development;

2.2.8 acquisitions;

2.2.9 future plans;

2.2.10 any other confidential and proprietary information.

APPENDIX 4 CONFIDENTIALITY REQUIREMENTS AND OBLIGATIONS ON OEUK

1. OEUK compiles, analyses and publishes data in an aggregated form on various aspects of Offshore Energy activities to inform all interested parties of the performance and outlook for the sector.

2. For instance, for many years now OEUK has compiled and published an annual "Business Outlook" providing a concise summary and forecast of, for example, E&P activity on the UK Continental Shelf. This is based on business plan data of UK E&P operators, which is confidential and sensitive in its raw format. The data is collected by NSTA via the 'Asset Stewardship Survey' and provided to OEUK under confidentiality agreement. OEUK has a responsibility to ensure that information that is released does not compromise individual company positions. This is important from a reputational perspective, as well as ensuring that confidentiality and competition issues are avoided. It is also important to ensure that the data in its raw format is stored in an appropriate manner, for example in a specific area of the server which has controlled access.

3. OEUK produces a range of other surveys and reports and is often asked to consider ad hoc requests for industry-wide information. OEUK also carries out research into issues of interest to its members in the context of which OEUK may request data which, even if not published, will inform those research activities.

4. Clearly, much of the data received by OEUK is commercially confidential. OEUK recognises that it is under an obligation to treat such confidential information with care, both to avoid any disclosure or identification of any company's commercial position, and to avoid any behaviour which might be deemed anti-competitive.

5. OEUK has reviewed its management of commercially confidential information received from its members. The following summarises the risk assessment and mitigation measures taken by OEUK to address these risks.

Risk assessment

The following are the key risk areas.

a) Risk analysis and data categorisation

b) Data security, internal and external

c) External publishing / disclosure of data

d) Disclosure of any competitor information

e) Third party access to data

Mitigation measures

Risk analysis and data categorisation

Before requesting from its members information which is commercially confidential (any information which is not available from public sources such as the company's website or BEIS databases may constitute commercially confidential information) OEUK needs to consider whether this information gives rise to any competition law risks. If the answer is yes, then the data needs to be treated as follows.

The obligation to consider the nature of the data is an obligation primarily of the OEUK Director within whose remit the information is being requested, but any OEUK staff or contractor involved in requesting the data can and should ask whether this analysis has been carried out.

Risk factors

When is information to be regarded as giving rise to competition law risks?

Information exchanges between competitors are regulated by competition law because they may give rise to risks of co-ordination of the behaviour of the parties involved, in other words reducing the competitive rivalry between them.

This means that where the information exchanged is purely technical data in relation to an existing process it is unlikely to give rise to competition law risks (but there may be other reasons why companies would not want it published, for instance because it involves intellectual property rights belonging to them or their contractors).

By contrast, information which is commercial, particularly that which relates to future plans as to development, production, technical innovation, pricing, and sales, is very likely to give rise to competition law risks. A list of examples of "commercially sensitive information" is set out in section 4 above.

If there is any doubt as to how the information should be categorised, the Legal Manager must be consulted forthwith.

Various factors which may increase the competition law sensitivity of an information exchange are set out in the Risk Assessment Table below, to assist with the analysis of any particular exchange. Just because one of the "high risk" elements is present does not of itself mean that any particular exchange would automatically infringe competition law, but the presence of more than one element would be likely to be problematic.

High Risk	**Low Risk**
Supply/exchange of information with direct or potential competitors whether directly or through third parties	Exchange of information with non-competitors (which will not be forwarded to actual or potential competitors)

(including OEUK and any adviser/consultant/other third party)	
Confidential information	Public domain information
Current information (covering present/immediate future)	Historical information
Exchange relating to current or future commercial strategy in market-facing context: • development and/or production plans or strategies • individual company pricing policy including discount policies/costs/profit margins • marketing strategy • other internal business models, stakeholder or other influencing factors • customer information • information as to current or future suppliers	Exchange regarding non-commercial aspects of a market, including: • purely technical or process information (which is not new/innovative/conceptual/in development) • general policy of regulators • central government policy • lobbying initiatives • generalised consumer preferences or needs • other general industry trends
Information which goes beyond the purpose of a specific (competition compliant) collaboration	Information which is strictly limited to the collaboration arrangement (which itself has been approved in competition law terms by the Legal Manager or external counsel)
Data which is precise (e.g. attributable to (i) a particular development, or (ii) a particular customer relationship)	Data which has been generalised (anonymised and/or aggregated)

Information which is freely disseminated within recipient company	Information the dissemination of which is restricted within the recipient company (e.g. where a clean team is established and information barriers are strictly observed)
Frequent exchanges	Infrequent exchanges
Implied or explicit recommendations accompanying the exchange	No further discussion of the information exchanged

Assuring data security, internal and external

Obligations of OEUK employees

All OEUK contracts of employment place strict obligations on each employee individually regarding the confidentiality of data.

Internal data security

All data received from any company which is categorised as high risk or which includes more than one element in the High Risk column above or where there is any concern whether the relevant item(s) could be High Risk (including data in relation to the Business Outlook) should be sent to a specifically named individual in each case.

The data should then be held on a dedicated, secure directory, within which it is analysed. Special protection measures should be established, equivalent to those already in place for Asset Stewardship data, to ensure that only named individuals have access to the data. (The Finance and Corporate Services Director Director will advise on the IT requirements to put such measures in place).

Other employees of OEUK cannot access the data on any basis whatsoever.

Companies providing the data should (where possible) be informed as to the nature of any analysis which OEUK intends to conduct which utilises the sensitive data , whether any data they are providing is going to be subject to special storage measures within OEUK and how any data may be published as this may assist them in deciding whether or not to participate in the survey or other activity.

External data security

OEUK's IT system is designed to prevent third party access to OEUK's data banks and proprietary information. All data, whether or not high risk, is subject to the same protection policies as all documents held online by OEUK. A Username and Password are required to access any data together with Multi-Factor Authentication measures which OEUK utilises. Nobody outside OEUK is provided with such means of access. A Username and Password

are issued to every employee as they commence their employment and are annulled when the individual leaves the employment of OEUK. This constrains who can access the data, provides traceability, and seeks to prevent the possibility of any external party gaining access to data held by OEUK.

External publishing / disclosure of data

When information derived from high risk data is published either generally or to a small group – i.e. when such information is shared with one or more third parties - any publication should ensure that all data is aggregated and presented in compiled form such that no one company position can be identified nor any corporate or individual project identified.

All data, however set out, should be shown in aggregated form, including the content of all graphs and tables. Where data presented in the report is released, for example excel spread sheets of individual graphs for third party reproduction, then the data should be supplied in no greater definition than that presented in the graph produced by OEUK.

Before publication or release, any document containing information derived from high risk data (including the Business Outlook report) should be separately reviewed by the relevant Director and the Legal Manager (where required) to ensure that it conforms to this Policy and that confidentiality will be maintained.

Avoidance of disclosure of competitor information

It is important that no single company can identify confidential information belonging to any of its competitors from surveys or other data made available by OEUK. Where OEUK provides individual feedback against benchmarks, the feedback report must not be able to be deconstructed by the recipient to the level of individual company data.

All such reports, benchmarks and data must be reviewed by the relevant OEUK Director and the Legal Manager (where required) before being supplied to the company concerned.

For example, as part of the work of the market intelligence team , member companies are offered feedback on where their company and assets sit on an operated basis compared to the UKCS either as a whole or on a regional basis. OEUK provides such information showing the specific company's data mapped against the whole population. However, before doing so, OEUK ensures that all comparator data is aggregated such that no other party, field or development can be separately identified and that the sample population of any data is sufficiently large to prevent any third party being identified.

This approach should be replicated for other surveys, reports and benchmarks.

Managing third party access to data

From time to time, OEUK may be asked to release high or medium risk data to members or third parties other than in the form of aggregated and anonymised reporting. If it is desired to publish or otherwise disclose data in a non-aggregated but anonymised form, or to include

data regarding specific companies or projects which is not public, then two issues need to be considered. The first is whether this is likely to give rise to competition law concerns - it may be possible to justify disclosure of data which is not anonymised and aggregated but this should be done only after taking advice from the Legal Manager who may choose to seek external legal advice. The second is that, even if there are no competition law concerns, the company which supplied the data may have supplied it on the condition that it was published only in aggregated and anonymised form. In that case it will be necessary to seek the relevant company's consent to the disclosure.

Therefore, this should be done only:-

i. where the Legal Manager (who may choose to seek external legal advice) has agreed that such disclosure may be justified in competition law terms (for example the release of such information is indispensable to the achievement of a legitimate aim, in a case where it would not be possible for members to understand the results of a survey and to take appropriate decisions if the information were available only in aggregated and anonymised format);

ii. with the consent of those members which have supplied the data; and

iii. subject to strict criteria for access to and use of the data under appropriate confidentiality restrictions.

It may be appropriate for the information to be made available only in hard copy at a meeting (no copies to be taken away) and/or to restrict access to a small number of representatives of each contributing company (a "clean team"). The Legal Manager will advise on the appropriate treatment of the material.

OEUK should always create and retain a note of the rationale for the release of such data (including the competition law justification), the companies concerned and the criteria applied for access to and use of the data.

APPENDIX 5 REVIEW AGENDAS IN ADVANCE OF MEETINGS AND RAISE ANY CONCERNS.

All discussions are subject to OEUK's Competition Law Compliance Policy, and must be minuted.

Unless the information is legitimately in the public domain, we do not discuss prices, costs, production quantities, sales, suppliers, customers, business plans, commercial strategies or other confidential information except upon specific legal advice.

Whilst this meeting is a legitimate context for competitors to discuss generic industry issues, remember that we are competitors and that competition law always applies.

Adhere to the agenda and only discuss relevant policy, technical, organizational and/or resourcing matters of a non-commercially sensitive nature. "AOAB" - any other agreed business - must be notified and agreed at the start of the meeting, for discussion at the end.

All present must remain vigilant. If you have any competition law concerns you must intervene and alert the meeting of your concern. If in doubt, consult your legal advisors.

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