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ANTITRUST GUIDELINES

The antitrust laws are the rules under which our competitive economic system operates. Their primary purpose is to preserve and promote free competition. It is our policy strictly to comply in all respects with the antitrust laws.

Associations by their very nature bring competitors together. Therefore, it is necessary on this web site to avoid discussions of sensitive topics and especially important to avoid communications with respect to sensitive subjects. Agreements to fix prices, allocate markets, engage in product boycotts and to refuse to deal with third parties are automatically illegal under the antitrust laws.

Accordingly, any discussions of prices, including elements of prices such as allowances and credit terms, quality ratings of suppliers, and discussions which may cause a competitor to cease purchasing from a particular supplier, or selling to a particular customer, must be avoided. Also, there should be no discussion that might be interpreted as a dividing up of territories or customers.

Violations of these rules can have serious consequences for a company and its employees. The Sherman Antitrust Act is both a civil and criminal statute. Violations are felonies punishable by penalties of up to \$100 million or twice the profits gained or damages whichever is greater for corporations; and by imprisonment of up to ten years or penalties of up to \$ 1 mil, or both, for individuals. The Justice Department, state attorney general, and any person or company injured by a violation of the antitrust laws may bring civil actions for three times the amount of the damages, plus attorneys' fees and injunctive relief.

Here is a list of subjects which may not be the subject of any type of agreement among competitors, whether explicit or implicit, formal or informal, and which therefore should not even be discussed on this sites:

- a. Prices to be charged to clients, customers or by suppliers;
- b. Specific methods by which prices are determined, with directions as to "how to do it" or even less.
- c. division or allocation of markets or customers;
- d. coordination of bids or requests for bids;
- e. terms and conditions of sales, including credit or discount terms;
- f. terms for distribution of products;
- g. targets for production of products or the level of production;
- h. specific profit levels;
- i. exchange of price information as to specific customers;
- j. a boycott of or a refusal to deal with a customer or supplier;
- k. compilation of "approved" lists of customers or suppliers.

- l. “Profit” levels...i.e., “here's what our members need to do to make money.”
- m. Whether a company's pricing practices are “unethical,” “improper,” etc.
- n. Coordination of “bids” or “requests for bids” or requests for proposals (“RFPs”).
- o. Standards or codes to eliminate competition.

When in doubt about discussing any topic, consult with your own legal counsel, or with association staff or its legal counsel, to be sure you are on safe antitrust ground. When unsure, play it safe and avoid the topic.