

**Antitrust Guidelines**

**OF**

**AIRFUEL ALLIANCE,**

**a California nonprofit mutual benefit corporation**

**July 10, 2015**

## Antitrust Guidelines

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive. In order to minimize exposure of the AIRFUEL ALLIANCE (the “AIRFUEL ALLIANCE”) and its Members (both statutory and non-statutory) to antitrust liability, the AIRFUEL ALLIANCE and each Member agree to abide by the following guidelines when participating with, for or on behalf of the AIRFUEL ALLIANCE:

1. Neither the AIRFUEL ALLIANCE nor any of its committees shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors with regard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.

2. The AIRFUEL ALLIANCE and its Members shall not discuss, communicate or engage in any other exchange between Members with regard to prices, pricing methods, production quotas or other limitations on the timing, costs or volumes of production or sale, or allocation of territories or customers.

3. Neither the AIRFUEL ALLIANCE nor its Members shall engage in any activity or communication that might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.

4. The qualifications for membership or participation in the AIRFUEL ALLIANCE are set forth in the AIRFUEL ALLIANCE Bylaws as supplemented by the decisions of the Board of Directors. No applicant for membership or participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of membership or participation.

5. Adherence to Adopted Specifications or sample implementations shall be voluntary on the part of Members and shall in no way be compelled, directed or coerced by the AIRFUEL ALLIANCE, it being solely a voluntary decision on the part of the particular Members of the AIRFUEL ALLIANCE as to whether to adhere to or comply with any such Adopted Specifications or sample implementations.

6. Any Adopted Specifications or sample implementations shall be based solely and exclusively upon technical considerations and upon the merits of objective judgments and thorough procedures and shall in no way be based upon any effort, intention or purpose of any of its Members to reduce or eliminate competition in the sale, supply and furnishing of products and services.

7. If information, materials or reports of the AIRFUEL ALLIANCE for the use of the membership or participation is significant to third parties or others in the industry, then such information, material and reports will be made available by the AIRFUEL ALLIANCE to all

such persons, on such reasonable terms and conditions as it may prescribe, in order to carry out its purposes.

8. To the extent that the purposes of the AIRFUEL ALLIANCE require, for the AIRFUEL ALLIANCE's purposes and objectives, joint research and development by two or more of its Members, or representatives thereof, any such joint research and development for the AIRFUEL ALLIANCE shall exclude the following activities:

- the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
- any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
- any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of the AIRFUEL ALLIANCE, or representative thereof, or of the results of such joint research and development.