

# **HSD FORUM**

## **Antitrust Guidelines**

(Revised 1<sup>st</sup> March 2005  
Revised 1st April 2007))

The HSD FORUM (hereinafter referred to as "FORUM") intends to conduct its affairs in compliance with all international antitrust laws and all applicable country laws in which the FORUM operates, including the countries in the European Community, and antitrust laws that may exist in countries where FORUM participants do business (generally, "Antitrust Laws"). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient. A violation of the Antitrust Laws can have serious consequences for the FORUM and for participating companies. Accordingly, the FORUM hereby issues the following antitrust guidelines ("Guidelines") for itself and its Sponsoring Members, Contributing Members, Associate Members, consultants and subscribers to the FORUM private and public e-mail lists (collectively "Participants"), as guidance in connection with participation in FORUM's activities.

1. Neither the FORUM 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 FORUM and its Participants shall not discuss, communicate or engage in any other exchange between Participants with respect to prices, pricing methods, production quotas or other limitations on either the timing, costs or volumes of production or sale, or allocation of territories or customers.
3. Neither the FORUM nor its Participants 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. No applicant for membership, who otherwise meets the qualifications, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of membership.
5. The FORUM shall not compel or coerce any Member into accepting or complying with any Deliverable.
6. Adherence to Deliverables or implementations shall be voluntary on the part of the Participants of the FORUM and shall in no way be compelled, directed or coerced by

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the FORUM, it being solely a voluntary decision on the part of the particular Member or Participants of the FORUM as to whether to adhere to or comply with any such Deliverable or implementations.

7. Any Deliverable shall be based upon technical considerations and upon the merits of objective judgments and thorough procedures adopted by the FORUM Executive Committee and shall in no way be based upon any effort, intention or purpose of any of its Participants to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. If information, materials or reports of the FORUM for the use of the membership is significant to non-members or others in the industry, then such information, material and reports may be made available by the FORUM to all such persons, subject to the terms of the Member Agreement, FORUM Affiliate Agreement or other similar agreement between Participant and the FORUM, as applicable, and the IPR Policy on such reasonable terms and conditions as may be prescribed by the Executive Board from time to time, in order to carry out its purposes. Notwithstanding the foregoing, no Intellectual Property, including Confidential Information, of a Participant shall be made available to such third parties without express consent of the Participant.
9. To the extent that for the FORUM's purposes and objectives, joint research and development by two or more of its Participants, or representatives thereof, any such joint research and development conducted for the FORUM or as part of the FORUM technical activity 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 Participant of the FORUM 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 of the FORUM in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of the FORUM, or representative thereof, or of the results of such joint research and development.