

## Appendix II

# CAR CONNECTIVITY CONSORTIUM, LLC. Antitrust and Competition Law Guidelines

Car Connectivity Consortium, LLC. (“Car Connectivity LLC”), and its Members, have adopted an LLC Agreement and “unequivocally support the policy of competition served by the antitrust and competition laws” and state that they “uncompromisingly intend to comply strictly with such laws.”

The LLC Agreement further commits Car Connectivity LLC to not taking “any action that would tend to restrain competition among and between such members in violation of the antitrust and competition laws.”

With these considerations in mind, and in furtherance of its commitment to and respect for adherence to the antitrust and competition laws of the United States and any other nation in which its members are either domiciled or conduct their business, Car Connectivity LLC hereby issues the following guidelines (the “Guidelines”) for its members and their representatives in connection with their activities as participants in the work of Car Connectivity LLC.

These Guidelines are designed as a cautionary measure to avoid antitrust issues before they can arise and therefore may go beyond what is strictly required under the law. They should also be followed when in informal discussions outside formal Car Connectivity LLC formal meetings. Although there may be exceptions to some aspects of the Guidelines, approval must be obtained from Car Connectivity LLC's legal counsel before undertaking activities that vary from the Guidelines.

1. Neither Car Connectivity LLC nor any committee, conference or activity of Car Connectivity LLC 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 to unreasonably restrain trade. Examples of prohibited agreements include:
  - Agreements to fix prices (such as an agreement on the prices that members will charge for products complying with specifications or standards);
  - Agreements to restrict output (such an agreement on how much of a compliant product members will each produce);
  - Agreements to allocate customers or territories (such as an agreement by competitors on where or to whom they will each sell compliant products);
  - Agreements to boycott or refuse to deal with another firm.
  
2. The following topics should not be discussed or otherwise be the subject of communications:

- Prices at which products or services implementing any specification or standard should be sold  
“Prices” includes past, current and future prices; pricing strategies or plans; the process of setting prices and the components of price; discounts, terms, and other conditions of sale;
  - Profits or profit margins;
  - Individual companies’ market shares or sales territories;
  - Allocation of customers, markets, production levels, or territories; or restrictions on the customers to whom, or the territories in which a company may sell or resell products;
  - Using standards or certification programs to exclude suppliers or competitors from the marketplace for any reason other than cost-performance or technical considerations;
  - Conditioning the implementation of a standard or specification on the implementer’s use of products or services from a particular supplier;
  - Bidding (or terms of bids) or refraining from bidding to sell any product or service;
  - Any matter restricting any company’s independence in setting prices, establishing production and sales levels, choosing the markets in which it operates, or the manner in which it selects its customers and suppliers.
  - Current or future business plans relating to any competitive issue, including sales, marketing or distribution and any other matters as to which members compete;
  - Any issue unrelated to Car Connectivity LLC or pertaining only to individual members; or
  - Any matter that would have the primary purpose of excluding competitors of companies participating in Car Connectivity LLC.
3. There shall be no communications or discussions that might be construed as an agreement or understanding to refrain from, or encouragement to refrain from, purchasing any raw materials, equipment, services or other supplies from any supplier or from dealing with any supplier.
  4. There shall be no communications or discussions that might be construed as an attempt (a) to prevent any person or business entity from gaining access to any market or customer for goods and services, or (2) to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
  5. The qualifications for membership in Car Connectivity LLC are set forth in the LLC Agreement of Car Connectivity LLC. No applicant for membership, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose.
  6. Neither Car Connectivity LLC, its Board of Directors, Officers nor any Work Group, committee or member thereof shall make any effort to bring about the

standardization of any product or service for the purpose of preventing the manufacture, sale or supply of any product or services not conforming to a specified standard or specification.

7. The specifications and standards that may be developed or approved by Car Connectivity LLC shall be based upon technical considerations and upon the merits of objective judgments and thorough procedures. Such specifications and standards 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.
8. Each Member, and any new Member, of Car Connectivity LLC shall be supplied with a copy of these Guidelines and agrees to abide by them.