

ANTITRUST AND COMPETITION POLICY

Perfect Commerce, (“Perfect”), requires that its officers and employees as well as all Company Authorized Users of the Services comply with all applicable antitrust, competition and/or trade regulation laws or policies (collectively referred to as “Antitrust Laws”). The Perfect Antitrust and Competition Policy applies to the conduct of Perfect, its officers and employees, as well as the Company.

To the extent that such Antitrust Laws are applicable, Perfect and Company agree to comply fully with all applicable Antitrust Laws. The Services shall not be used to further any anticompetitive or collusive conduct, or to engage in other activities that could violate any applicable Antitrust Laws. All activities performed through the use of the Services must be conducted in full compliance with all applicable Antitrust Laws. Company’s failure to comply with all applicable Antitrust Laws may subject the Company to disciplinary action from Perfect, including revocation of your right to use the Services. Perfect reserves the right to report any suspected illegal anticompetitive conduct to the appropriate antitrust or competition agency.

Perfect relies on each Authorized User of the Services to be informed about all applicable Antitrust Laws as they pertain to the conduct of their business while using the Services. In view of Perfect’s functionality, including the information flow that Perfect makes possible, you are advised to provide specific antitrust guidance to the Authorized Users who use the Services on behalf of the Company. Company may also request multiple User IDs for different Authorized Users with access rights to the Services consistent with the Authorized User’s needs if the Company determines that different access rights would assist in complying with applicable Antitrust Laws. If Company is both a Buyer and a Supplier through use of the Services, Company may, at its discretion, wish to provide different access rights (maintained through unique User IDs) to its Authorized Users such that Authorized Users with buying responsibilities have different access rights to the Services than Authorized Users with selling responsibilities.

1. Company acknowledges and agrees that:
 - A. Perfect has no responsibility or liability for the compliance with applicable Antitrust Laws by Company or its Authorized Users; and,
 - B. Company is solely responsible for securing legal counsel to ensure that the Company’s conduct and use of the Services comply fully with all applicable Antitrust Laws.
2. Company agrees that it will not, in connection with any use of the Services, directly or indirectly reach or attempt to reach agreements or understandings with one or more of Company’s competitors:
 - A. setting or establish minimum or maximum prices; or
 - B. standardizing the method by which prices are calculated; or
 - C. allocating any market by:
 - i. geography,
 - ii. customer, or
 - iii. product; or
 - D. reducing output, production, product development, or innovation in any market; or
 - E. engaging in a group boycott of or concerted action against one or more customers, suppliers, or buyers.
3. Company agrees that it will not, in connection with any use of the Services, obtain or attempt to obtain or exchange or attempt to exchange confidential or proprietary information regarding any other Authorized User from another company other than in the context of a *bona fide* purchase or sales transaction with such other Authorized User.
4. Company agrees that it will not, in connection with any use of the Services, post or communicate:
 - A. unpublished prices or fees for any Products, except to a person to whom a proposed price or fee is being quoted in connection with negotiating or reaching a specific *bona fide* purchase or sales transaction with a customer;
 - B. intentions to change prices or fees in the future, except to a person to whom an intention to change prices or fee is being quoted in connection with negotiating or reaching a specific *bona fide* purchase or sales transaction with a customer;
 - C. proposed future prices or fees, except to a person to whom a proposed future price or fee is being quoted in connection with negotiating or reaching a specific *bona fide* purchase or sales transaction with a customer;
 - D. terms of sale with specific customers, except with respect to the specific customer;
 - E. intentions to bid or not to bid for a contract, provided that a person’s decision to respond or not respond to a request for quotes or invitation to bid shall not constitute a breach of this clause; or
 - F. any codes, software or other devices that enable users from other companies to calculate or determine otherwise unpublished prices or fees, or that communicate intentions or proposals to change prices or fees.
5. Perfect may offer or facilitate aggregated or collective purchasing of Products in order to increase buying efficiency and reduce transaction costs. Perfect will not offer or facilitate aggregated or collective purchases where such aggregation may enable a group of purchasers to engage anticompetitive buying practices, such as monopoly power. To prevent anticompetitive buying practices, Perfect will place certain restrictions on aggregated or collective purchases including, but not limited to, the types of Products purchased and the amount of such purchases.