Dear [Name]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Name] in connection with possible [Details redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Details redacted]. This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Name] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Name] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

**AGREEMENT**

1. **Representations:** [Name] desires to report to the Antitrust Division possible [Details redacted] or other conduct violative of the Sherman Act in the [Details redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the activity upon discovery of the activity; and

   (b) did not coerce any other party to participate in the activity and was not a leader in, or originator of, the activity.

2. **Cooperation:** [Name] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

   (a) providing a full exposition of all facts known to [Name] relating to the reported activity;

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(b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the complete, candid and truthful cooperation of its officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible conduct violative of 15 U.S.C. § 1 in the

(d) facilitating the ability of its officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that its officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;

(f) using its best efforts to ensure that its officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of any conduct violative of 15 U.S.C. § 1 in the

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported in the The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting
offices or administrative agencies. If the Antitrust Division at any time determines that [redacted] has violated this Agreement, this Agreement shall be void and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [redacted], as well as any statements or other information provided by any director, officer or employee of [redacted] to the Antitrust Division pursuant to this Agreement, may be used against [redacted] in any such prosecution.

4. Non-Prosecution Protection for Certain Corporate Directors, Officers and Employees: Subject to [redacted] full, continuing and complete cooperation the Antitrust Division agrees that current and former officers and employees of [redacted], except [redacted] who admit their knowledge of, or participation in, and fully truthfully cooperate with the Antitrust Division in its investigation of an anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [redacted] prior to the date of this letter in connection with the anticompetitive activity being reported in the [redacted] Such full and truthful cooperation shall include, but not be limited to:

(a) making his/her relevant personal documents and records available in the United States to attorneys and agents of the United States;

(b) making him/herself available in the United States to attorneys and agents of the United States for interviews;

(c) responding fully and truthfully to all inquiries of the United States in connection with [redacted] such anticompetitive activity;

(d) otherwise giving the United States access to knowledge or information he/she may have relevant to [redacted] such anticompetitive activity and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. §
1623), in connection with

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [redacted] in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [redacted]. This Agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [redacted] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [redacted] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

**AGREEMENT**

1. **Representations:** [redacted] desires to report to the Antitrust Division possible conduct violative of the Sherman Act in the [redacted] ("the anticompetitive activity being reported"). [redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
   
   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. **Cooperation:** [redacted] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

   (a) providing a full exposition of all facts known to [redacted] relating to the anticompetitive activity being reported;
(b) providing promptly, and without requirement of subpoena, all documents or
other items in its possession, custody or control, wherever located,
requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full and truthful cooperation of
the current and former directors, officers and employees of [Redacted] and
encouraging such persons voluntarily to provide the Antitrust Division with
any information they may have relevant to the anticompetitive activity
being reported;

(d) facilitating the ability of current and former directors, officers and
employees to appear for such interviews or testimony in connection with
the anticompetitive activity being reported as the Antitrust Division may
require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that current and former directors, officers
and employees who provide information to the Antitrust Division relevant
to the anticompetitive activity being reported respond completely, candidly
and truthfully to all questions asked in interviews and grand jury
appearances and at trial;

(f) using its best efforts to ensure that current and former directors, officers
and employees who provide information to the Antitrust Division relevant
to the anticompetitive activity being reported make no attempt either falsely
to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division,
to pay restitution to any person or entity injured as a result of the
anticompetitive activity being reported, in which [Redacted] was a
participant.

3. Corporate Leniency: Subject to verification of [Redacted] representations in
paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in
paragraph 2 above, the Antitrust Division agrees conditionally to accept [Redacted] into Part B of
the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated
August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any
criminal prosecution against [Redacted] for any act or offense it may have committed prior to the
date of this letter in connection with the anticompetitive activity being reported. The
commitments in this paragraph are binding only upon the Antitrust Division, although, upon
request of [Redacted], the Antitrust Division will bring this Agreement to the attention of other
prosecuting offices or administrative agencies. If the Antitrust Division at any time determines
that [Redacted] has violated this Agreement, this Agreement shall be void, and the Antitrust
Division may revoke the conditional acceptance of [Redacted] into the Corporate Leniency

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Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [redacted] as well as any statements or other information provided by any current or former director, officer or employee of [redacted] to the Antitrust Division pursuant to this Agreement, may be used against [redacted] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to [redacted] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [redacted] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [redacted] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

(b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [redacted] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [redacted] fails to comply fully with his/her obligations hereunder, this Agreement as
It pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,
Dear [Name],

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Name of Subsidiary], in connection with possible violations of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Industry]. Hereinafter, the [Name of Subsidiary] shall refer not only to that entity but also to its subsidiaries. This agreement is conditional and depends upon [Name of Subsidiary] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Name of Subsidiary] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Name of Subsidiary] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [Name of Subsidiary] desires to report to the Antitrust Division possible [Industry] and any other conduct violative of the Sherman Act in the [Industry] ("the anticompetitive activity being reported").

   [Name of Subsidiary] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported:

   (a) [Name of Subsidiary] took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity;

   (b) [Name of Subsidiary] did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported; and
2. Cooperation: [Redacted] agrees to provide full, continuing, and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

(a) providing a full exposition of all facts known to [Redacted] relating to the anticompetitive activity being reported;

(b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of [Redacted] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

(d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;

(f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [Redacted] was a participant.

3. Corporate Leniency: Subject to verification of [Redacted] representations in paragraph 1 above, and subject to its full, continuing, and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [Redacted] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement.
dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [redacted] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [redacted], the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [redacted] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [redacted] as well as any statements or other information provided by any current director, officer or employee of [redacted] to the Antitrust Division pursuant to this Agreement, may be used against [redacted] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to [redacted] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [redacted] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [redacted] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

(b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.
The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division, the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [REDACTED] is found to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [REDACTED] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,
Dear

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted joint venture].

[Redacted Parents] in connection with possible [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Redacted Parents] satisfying the conditions set forth below. After all of these conditions are met, the Antitrust Division will notify [Redacted Parents] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Redacted Parents] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [Redacted Parents] desire to report to the Antitrust Division possible [Redacted] or other conduct violative of the Sherman Act in the [Redacted] ("the anticompetitive activity being..."
Parents represent to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

(a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and

(b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: Parents agree to provide full, continuing, and complete cooperation to the Antitrust Division in connection with the activity being reported (except that Parents is not obligated to cooperate concerning any conduct that predate the creation of the joint venture), including, but not limited to, the following:

(a) providing a full exposition of all facts known to Parents relating to the anticompetitive activity being reported;

(b) providing promptly, and without requirement of subpoena, all documents or other items in their possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers, and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

(d) facilitating the ability of current and former directors, officers, and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly, and truthfully to all questions asked in interviews, grand jury appearances, and at trial;

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using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported in which Parents were participants.

3. Corporate Leniency: Subject to verification of Parent's representations in paragraph 1 above, and subject to its full, continuing, and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept Parents into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against Parents for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported (except that this non-prosecution agreement does not cover any conduct on the part of Parents that predates the creation of the joint venture). The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of Parents, the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that Parents has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of Parents into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of Parents into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against Parents without limitation. Should such a prosecution be initiated, any documentary or other information provided by Parents as well as any statements or other information provided by any current or former director, officer, or employee of Parents to the Antitrust Division pursuant to this Agreement, may be used against Parents in any such prosecution.

4. Non-Prosecution Protection for Corporate Directors, Officers, and Employees: Subject to Parents's full, continuing, and complete cooperation, the Antitrust Division agrees that current and former directors, officers, and employees of Parents who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive
activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

(b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information not requested in (a)-(c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] Parents, the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer, or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.
5. **Entire Agreement:** This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] Parents and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. **Authority and Capacity:** The Antitrust Division and [REDACTED] Parents represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,

Attachment
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [name] affiliates in connection with possible [name] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1. This Agreement is conditional and depends upon [name] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [name] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [name] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [name] desires to report to the Antitrust Division possible [name] or other conduct violative of the Sherman Act in the [name] (“the anticompetitive activity being reported”). [name] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and

   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: [name] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

   [name] affiliates
(a) providing a full exposition of all facts known relating to the anticompetitive activity being reported;

(b) providing promptly, and without requirement of subpoenas, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers, employees and members of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

(d) facilitating the ability of current and former directors, officers, employees and members to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that current and former directors, officers, employees and members who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;

(f) using its best efforts to ensure that current and former directors, officers, employees and members who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void,
and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [redacted], as well as any statements or other information provided by any current or former director, officer, employee or member of [redacted] to the Antitrust Division pursuant to this Agreement, may be used against [redacted] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
   Subject to [redacted] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers, employees and members of [redacted] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed while a director, officer, employee or member of [redacted] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

   (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

   (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

   (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

   (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

   (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [redacted], the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer, employee or member of [redacted] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains
to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. **Entire Agreement**: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. **Authority And Capacity**: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,
Re: [REDACTED]

Dear [REDACTED]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [REDACTED], [REDACTED], for other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [REDACTED]. This agreement is conditional and depends upon [REDACTED] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [REDACTED] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [REDACTED] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [REDACTED] desires to report to the Antitrust Division possible [REDACTED], [REDACTED] for other conduct violative of Section 1 of the Sherman Act, in the [REDACTED]. [REDACTED] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the activity upon discovery of the activity; and

   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the activity.

2. Cooperation: [REDACTED] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

   (a) providing a full exposition of all facts known to [REDACTED] relating to the reported activity.
(b) providing promptly, and without requirement of subpoenas, all non-privileged documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the complete, candid and truthful cooperation of its current directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible [redacted] or other conduct violative of 15 U.S.C. § 1 in the [redacted]

(d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division:

(e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;

(f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity in the United States injured as a result of any [redacted] or other conduct violative of 15 U.S.C. § 1 in the [redacted] in which [redacted] was a participant.

3. Corporate Leniency: Subject to verification of [redacted] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [redacted] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [redacted] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported in the [redacted] The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [redacted] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time reasonably determines that [redacted] has violated this Agreement in any material respect, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate
1. Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against[redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by[redacted] as well as any statements or other information provided by any current director, officer or employee of[redacted] to the Antitrust Division pursuant to this Agreement, may be used against[redacted] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to[redacted] full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of[redacted] who admit their knowledge of, or participation in, the anticompetitive activity being reported, and fully and truthfully cooperate with the Antitrust Division in its investigation of the activity, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported in the[redacted] Such full and truthful cooperation shall include, but not be limited to:

(a) making his relevant personal documents and records available in the United States to attorneys and agents of the United States;

(b) making himself available in the United States to attorneys and agents of the United States for interviews;

(c) responding fully and truthfully to all inquiries of the United States relating to any conduct violative of 15 U.S.C. § 1 in the[redacted] without falsely implicating any person or intentionally withholding any information;

(d) otherwise giving the United States access to knowledge or information he may have relevant to[redacted] or other conduct violative of 15 U.S.C. § 1 in the[redacted] and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the Division's investigation or prosecution of[redacted] or other conduct violative of 15 U.S.C. § 1 in the[redacted]

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of[redacted] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of[redacted] fails to comply fully with his obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under
this Agreement may be revoked by the Antitrust Division. Should any immunity, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [Redacted] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [Redacted] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereof have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereof.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely, [Signature]
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted].

This Agreement exists in connection with [Redacted]. This Agreement is conditional and depends upon the Division, in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Redacted] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [Redacted] desires to report to the Antitrust Division possible [Redacted] conduct violative of the Sherman Act in the [Redacted] ("the anticompetitive activity being reported"). [Redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and

   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: [Redacted] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

   (a) providing a full exposition of all facts known to [Redacted] relating to the anticompetitive activity being reported;

   (b) providing promptly, and without requirement of subpoenas, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

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using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [redacted] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;

using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [redacted] was a participant.

3. Corporate Leniency: Subject to verification of [redacted] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [redacted] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [redacted] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [redacted], the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [redacted] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [redacted] as well as any statements or other information provided by any current or former director, officer
or employee of \_{\text{[redacted]}} to the Antitrust Division pursuant to this Agreement, may be used against \_{\text{[redacted]}} in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
Subject to \_{\text{[redacted]}} full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of \_{\text{[redacted]}} who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at \_{\text{[redacted]}} prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

(b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of \_{\text{[redacted]}} the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of \_{\text{[redacted]}} fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such
person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [Redacted] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [Redacted] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted] in connection with possible [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Redacted]. This agreement is conditional and depends upon the party satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Redacted] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Redacted] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

**AGREEMENT**

1. **Representations:** [Redacted] subsidiaries [Redacted], desire to report to the Antitrust Division possible [Redacted] or other conduct violative of the Sherman Act in the [Redacted], "the anticompetitive activity being reported".

   [Redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity, and

   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. **Cooperation:** [Redacted] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
(a) providing a full exposition of all facts known relating to the anticompetitive activity being reported;

(b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

(d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;

(f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. **Corporate Leniency:** Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other
prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [redacted] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [redacted] as well as any statements or other information provided by any current or former director, officer or employee of [redacted] to the Antitrust Division pursuant to this Agreement, may be used against [redacted] in any such prosecution.

4. Non-Prosecution Protection for Corporate Directors, Officers and Employees: Subject to [redacted] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [redacted] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [redacted] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

(b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.
The commitments in this paragraph are binding only upon the Antitrust Division, although, upon
the request of [REDACTED], the Antitrust Division will bring this Agreement to the attention of other
prosecuting offices or administrative agencies. In the event a current or former director, officer
or employee of [REDACTED] fails to comply fully with his/her obligations hereunder, this Agreement
as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution
granted to such individual under this Agreement may be revoked by the Antitrust Division.
Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division
may thereafter prosecute such person criminally, and any statements or other information
provided by such person to the Antitrust Division pursuant to this Agreement may be used
against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust
Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written,
relating to the subject matter herein.

6. Authority and Capacity: The Antitrust Division and [REDACTED] represent and warrant
each to the other that the signatories to this Agreement on behalf of each party hereto have all the
authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,
Dear [Blank]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Blank] subsidiaries [Blank] in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, including such conduct involving [Blank]. This Agreement is conditional and depends upon [Blank] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Blank] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Blank] in furtherance of the leniency application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

**AGREEMENT**

1. **Representations:** [Blank] desires to report to the Antitrust Division possible conduct violative of the Sherman Act in the [Blank] ("the anticompetitive activity being reported"). [Blank] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and

   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. **Cooperation:** [Blank] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

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(a) providing a full exposition of all facts known to [redacted] relating to the anticompetitive activity being reported;

(b) providing promptly, and without requirement of subpoenas, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division in connection with the anticompetitive activity being reported, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of [redacted] subsidiary [redacted] (collectively "covered employees"), and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

(d) facilitating the ability of covered employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that covered employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;

(f) using its best efforts to ensure that covered employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution pursuant to United States law to any person or entity injured as a result of the anticompetitive activity being reported, in which [redacted] was a participant.

3. Corporate Leniency: Subject to verification of [redacted] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [redacted] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any
criminal prosecution against [redacted] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [redacted], the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [redacted] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] in connection with the anticompetitive activity being reported, without limitation. Should such a prosecution be initiated, the Antitrust Division may use any documents, statements, or other information provided by [redacted] or by any of its current or former directors, officers, or employees to the Antitrust Division pursuant to this Agreement against [redacted] directly or indirectly, in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
Subject to: [redacted] full, continuing and complete cooperation, the Antitrust Division agrees that covered employees who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [redacted] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation of covered employees shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States in connection with the anticompetitive activity being reported;

(b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States in connection with the anticompetitive activity being reported;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [Redacted], the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a covered employee fails at any time to comply fully with his or her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally in connection with the anticompetitive activity being reported and may use any documents, statements, or other information provided by [Redacted] or by any of its current or former directors, officers, or employees, including such person, to the Antitrust Division pursuant to this Agreement against him or her, directly or indirectly, in such prosecution.

5. [Redacted] acknowledges that it is a separate investigation into [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, and related statutes, in the [Redacted] and that some of current and former directors, officers, or employees are, or may become, subjects, targets, or defendants in that separate investigation. Nothing in this Agreement limits the United States from initiating a criminal prosecution against [Redacted] or any of its current or former directors, officers, or employees in connection with the [Redacted]. The status of [Redacted] as a subject, target, or defendant in the [Redacted] does not abrogate or affect [Redacted] cooperation obligations under paragraph 2 above, including its obligation to use its best efforts to secure the ongoing, full, and truthful cooperation of covered employees, or the cooperation obligations of covered employees under paragraph 4 above. A failure of a covered employee to comply fully with his or her obligations described in paragraph 4 above includes, but is not limited to, regardless of any past or proposed cooperation, not making himself or herself available in the United States for interviews and testimony in trials and grand jury or other proceedings upon the request of attorneys and agents of the United States in connection with the anticompetitive activity being reported because he or she has been, or anticipates being, charged, indicted, or arrested in the United States for violations of federal antitrust and related statutes involving the [Redacted]. Such failure also includes, but is not limited to, not responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported because his or her responses may also relate to, or tend to incriminate him or her in, the [Redacted]. Failure to comply fully with his or her cooperation obligations further includes, but is not limited to, not producing in the United

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States all documents, including personal documents and records, and other materials requested by attorneys and agents of the United States in connection with the anticompetitive activity being reported because those documents may also relate to, or tend to incriminate him or her in, the

The cooperation obligations of Paragraph 4 above do not apply to requests by attorneys and agents of the United States directed at

if such requests are not, in whole or in part, made in connection with the anticompetitive activity being reported. The Antitrust Division may use any documents, statements, or other information provided by or by any of its current or former directors, officers, or employees to the Antitrust Division pursuant to this Agreement against or any of its current or former directors, officers, or employees, directly or indirectly, in any prosecution arising out of the

6. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

7. Authority AndCapacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,
U. S. Department of Justice

Antitrust Division

Re: __________

Dear: __________

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and __________ as defined below, in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the __________ This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for __________ in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: __________ subsidiaries that are or have in the past been engaged in the __________ desire to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the __________ (“the anticompetitive activity being reported”). __________ represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and

   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: __________ agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

   (a) providing a full exposition of all facts known to __________ relating to the anticompetitive activity being reported;

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(b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

(d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;

(f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported in which was a participant.

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other

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information provided by any current or former director, officer or employee of [blank] to the Antitrust Division pursuant to this Agreement, may be used against [blank] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
Subject to [blank] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [blank] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [blank] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

(b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-409) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [blank] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [blank] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.
5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [redacted] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [redacted] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [redacted] in connection with possible [redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [redacted]. This agreement is conditional and depends upon [redacted] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [redacted] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [redacted] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [redacted] desires to report to the Antitrust Division possible [redacted] or other conduct violative of the Sherman Act in the [redacted] ("the anticompetitive activity being reported"). [redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and

   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperation: [Redacted] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

(a) providing a full exposition of all facts known to [Redacted] relating to the anticompetitive activity being reported;

(b) providing promptly, and without requirement of subpoenas, all documents or other items in its possession, custody or control, wherever located, relevant to the anticompetitive activity being reported, as requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [Redacted] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

(d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;

(f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [Redacted] was a participant.
3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [REDACTED] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [REDACTED] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [REDACTED] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [REDACTED] as well as any statements or other information provided by any current or former director, officer or employee of [REDACTED] to the Antitrust Division pursuant to this Agreement, may be used against [REDACTED] in any such prosecution.

4. Non-Prosecution Protection for Corporate Directors, Officers and Employees: Subject to [REDACTED] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [REDACTED] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of, the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [REDACTED] prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials relevant to the anticompetitive activity being reported, as requested by attorneys and agents of the United States;

(b) making himself/herself available for interviews in the United States in connection with the anticompetitive activity being reported upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being
reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [redacted] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [redacted] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [redacted] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement

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and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,
U. S. Department of Justice

Antitrust Division

Re:

Dear [Name],

This letter confirms that [Redacted] has met all of the conditions of the Antitrust Division's Corporate Leniency Policy and the Conditional Leniency Agreement between [Redacted] and the Antitrust Division dated [Redacted] regarding the [Redacted]. Therefore, [Redacted]'s leniency application is hereby granted.

Sincerely,

[Redacted]
Dear [Redacted]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted] in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Redacted]. This agreement is conditional and depends upon [Redacted] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Redacted] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Redacted] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. Representations: [Redacted] desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the ("the anticompetitive activity being reported") represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

   (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and

   (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.

2. Cooperation: [Redacted] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

   [Redacted] enters into this agreement on behalf of [Redacted] as defined above. The agreement set forth in this letter applies solely to [Redacted] as defined above, and does not extend to [Redacted]. Accordingly, and in light of the [Redacted] and the [Redacted] nothing herein should be construed so as to extend the agreement set forth in this letter to [Redacted].

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(a) providing a full exposition of all facts known to [REDACTED] relating to the anticompetitive activity being reported;

(b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [REDACTED] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

(d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;

(f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [REDACTED] was a participant.

3. Corporate Leniency: Subject to verification of [REDACTED] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [REDACTED] into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [REDACTED] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of [REDACTED] the Antitrust Division will bring this Agreement to the attention of other
prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that [redacted] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [redacted] as well as any statements or other information provided by any current or former director, officer or employee of [redacted] to the Antitrust Division pursuant to this Agreement, may be used against [redacted] in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to [redacted] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [redacted] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

(a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

(b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

(d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.
The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [blurred], the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of [blurred] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [blurred] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and [blurred] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,