This letter sets forth the terms and conditions of an agreement between the
Antitrust Division of the United States Department of Justice and
subsidiaries 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. Moreover, consistent with
Division policy, the Division agrees that it will not disclose to information obtained from

**AGREEMENT**

1. Representations: 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

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(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;

(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 at [Redacted] expense;

(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 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 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 [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 and 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) 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 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] in connection with possible [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [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. [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.

[Redacted] recognizes that the Antitrust Division has had only a limited opportunity to investigate, and is currently unable to verify the representations made by [Redacted] in this letter, including paragraph 1(b) above, and must investigate further to determine the accuracy of those representations.

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recognizes that if the Antitrust Division determines, in the course of its investigation, that any of representations, including paragraph 1(b) above, are contradicted by the evidence, the Antitrust Division will revoke this grant of conditional amnesty to (See paragraph 3 below.)

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;

(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, and encouraging such persons voluntarily to provide the Antitrust Division with any information 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 as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best effort to ensure that current and former 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 and former 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 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

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(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) 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 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,

[Signature]

[Name]

Title
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] 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.

[Redacted] recognizes that the Antitrust Division has had only a limited opportunity to investigate, and is currently unable to verify, the representations made by [Redacted] in this letter, including paragraph 1(b) above, and must investigate further to determine the accuracy of those representations.

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recognizes that if the Antitrust Division determines, in the course of its investigation, that any of representations, including paragraph 1(b) above, are contradicted by the evidence, the Antitrust Division will revoke this grant of conditional amnesty to (See paragraph 3 below.)

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 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, and encouraging such persons voluntarily to provide the Antitrust Division with any information 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 as the Antitrust Division may require at the times and places designated by the Antitrust Division;

(e) using its best effort to ensure that current and former 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 and former 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 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 [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) 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 [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,
[Signature]
[Redacted]
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] in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the

AGREEMENT

1. Representations: [Redacted] desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the [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: [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 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 current and former directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible or other conduct violative of 15 U.S.C. § 1 in the

(d) facilitating the ability of current and former 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 and former 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 and former 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 injured as a result of any or other conduct violative of 15 U.S.C. § 1 in the 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 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 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 [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, 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 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 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,
Re: [Redacted]

Dear [Redacted],

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 signed [Redacted] regarding the [Redacted] matter. Therefore, the [Redacted] leniency application is hereby granted.

Sincerely,

[Redacted]

cc: [Redacted]
This letter confirms that [company name] and its subsidiaries have met all of the conditions of the Antitrust Division's Corporate Leniency Policy and the Conditional Leniency Agreement between [company name] and the Antitrust Division, dated [date]. Therefore, the leniency application is hereby granted.

Sincerely,

[Signature]

[Date]
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 [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;

[Redacted]

1As used here, [Redacted] subsidiary [Redacted].
(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 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

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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, 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 [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/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,
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 your clients, [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 [Redacted] ("the anticompetitive activity being reported"). [Redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

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(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;

(c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers and employees of [Redacted], including [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 at [Redacted] expense;

(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 and 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 in the [redacted] 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 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 and former director, 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. The United States and have a concerning antitrust violations, with request to the This corporate leniency agreement is subject to fulfillment of its obligations under the including, but not limited to, the

6. Entire Agreement: This letter and the constitute the entire agreement between the Antitrust Division and and supersede all prior understandings, if any, whether oral or written, relating to the subject matter herein.
7. 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 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]] 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]] or other conduct violative of the Sherman Act in the [[Redacted]] relating to [[Redacted]] ("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 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 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 any restriction 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 [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 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 hereunto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereunto.

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

Sincerely yours,
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 [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 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;

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(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 full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of 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 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 will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, 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 [redacted] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereeto 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 [name of subsidiary], in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, or other federal offenses in connection with possible anticompetitive activity being reported by [name].

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 or other conduct violative of the Sherman Act or other federal offenses in connection with possible anticompetitive activity being reported by [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 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 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 complete, candid and truthful cooperation of its current and former 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 or other federal offenses in connection with possible anticompetitive activity being reported by [Redacted];

(d) facilitating the ability of current and former 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 and former 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 and former 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 injured as a result of or other conduct violative of 18 U.S.C. § 1 or other federal offenses in connection with possible anticompetitive activity being reported by 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 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 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 information provided by any current or former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of 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 prior to the date of this letter in connection with the anticompetitive activity being reported in the
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 in connection with [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] 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 [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 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 hereeto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereeto.

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

Sincerely,

[Signature]

[Signature]

[Signature]
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 [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 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 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 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 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 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 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 Officers And Employees: Subject to [redacted] full, continuing and complete cooperation, the Antitrust Division agrees that current and former 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 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 [Company name] in connection with possible conduct or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [description of the conduct]. This agreement is conditional and depends upon [Company name] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Company name] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Company 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: [Company name] has reported to the Antitrust Division possible conduct or other conduct violative of the Sherman Act in the [description of the conduct] (“the anticompetitive activity being reported”). In consideration of the Antitrust Division’s consideration of the [Company name]’s application for amnesty, [Company 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: [Company 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:

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(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 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 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 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 [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 directors, officers and employees of [redacted] (including employees [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 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 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,