Re:

Dear [Name],

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Name], in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Price Fixing Agreement]. For purposes of this letter, [Name] represents that, 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] and its subsidiaries, desire to report to the Antitrust Division possible conduct violative of the Sherman Act in the [Price Fixing Agreement] ("the anticompetitive activity being reported"). [Name] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

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

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

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

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

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

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of [redacted], and encouraging these 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 interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;

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

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

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

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

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
Subject to [redacted] full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of [redacted] who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at [redacted] prior to the date of this letter in connection with the anticompetitive activity being reported. [redacted] 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 officers or administrative agencies. In the event a current or former director, officer or employee of [redacted] fails to comply fully with his or her obligations herein, 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 that person criminally, and any statements or other information provided by that person
to the Antitrust Division pursuant to this Agreement may be used against him or her in such prosecution.

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

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

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

Sincerely yours,
Dear

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [name redacted] in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [redacted]. This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [name redacted] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [name 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: [name redacted] desires to report to the Antitrust Division possible conduct violative of the Sherman Act in the [redacted]. [name redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

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

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

2. Cooperation: [name 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:

   [Redacted]

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(a) providing a full exposition of all facts known 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 directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible conduct violative of 15 U.S.C. § 1 in the

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

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

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

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

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported in the . The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies.
If the Antitrust Division at any time determines that [redacted] has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of [redacted] into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against [redacted] without limitation. Should such a prosecution be initiated, any documentary or other information provided by [redacted] as well as any statements or other information provided by any 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 during their period of employment at [redacted] 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] or other conduct violative of 15 U.S.C. § 1 in the

without falsely implicating any person or intentionally withholding any information;

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

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(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 Antitrust Division or other conduct violative of 16 U.S.C. § 1 in the

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 immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

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

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

Sincerely yours.
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 violations of Section 1 of the Sherman Act, 15 U.S.C. 1, or violation or violations of Section 3 of the Clayton Act, 15 U.S.C. 26.

The agreement is conditioned upon your agreement to the conditions set forth below. After all of these conditions are met, the Division will notify you in writing that the application has been granted. It is further agreed that disclosure must be made promptly to the Division in accordance with the agreement. In the event of the division's grant of the agreement, you will be advised of the antitrust agreements or thecombo product privilege.

Agreement

1. Representations. You agree to report to the Antitrust Division, possible, or other conduct violations of the Sherman Act or the Clayton Act.

(a) For anticompetitive activity being reported, you represent to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

(i) took prompt and effective action to terminate such activity, and

(ii) does 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. You agree to provide all, 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 known facts relating to the anticompetitive activity being reported;

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

(c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees [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 make no attempt, either falsely or pretense, to implicate any person or entity, and

(f) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay (or contribute to any payment) any penalty or fine 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 2 above, and subject to the full, conditioning and complete compliance as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept the offer made into Part II of the Corporate Leniency Program, as explained in an Antitrust Division Leniency Agreement dated August 10, 1990 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against any current, former or future officer or employee for any act or omission it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The representations in this paragraph are binding upon the Antitrust Division, although upon request of [redacted], the Antitrust Division will bring this Agreement to the attention of other prosecuting officer 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 this conditional acceptance of [redacted] into the Corporate Leniency Program, the Antitrust Division may then take such action against [redacted] without limitation. Should such a person wish to be informed, any documents or other information provided by [redacted] as well as any statements or other information provided by any current director.
affiliates or employees of the Antitrust Division pursuant to this Agreement, may be used against

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

(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
improving 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 privilege of the Fifth Amendment (28 U.S.C. § 1621); making false statements
or declarations in grand jury or court proceedings (18 U.S.C. § 1623),
conspiring to obstruct justice (18 U.S.C. §§ 401-407), and obstruction of justice (18 U.S.C. §
1503), in connection with the anticompetitive activity being reported.

The covenants 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 United States 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 immunity, immunity or non-prosecution granted to such
individual under this Agreement may be revoked by the Antitrust Division. Should any immunity,
immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute
such persons criminally, and any statements or other information provided by such person to the
Antitrust Division pursuant to this Agreement may be used against them in such prosecutions.
5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and [REDACTED] and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

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

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

Sincerely yours,
Dear

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

AGREEMENT

1. Representations: Applicant desires to report to the Antitrust Division possible anticompetitive conduct violative of the Sherman Act in the [Redacted] ("the anticompetitive activity being reported"). Applicant represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, [Redacted] 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: Applicant 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) 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 [Redacted] available for interviews in the United States upon the reasonable 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;

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

3. **Individual Leniency:** Subject to verification of Applicant's representations in paragraph 1 above, and subject to Applicant's full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept Applicant into the Individual Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1994 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against Applicant for any act or offense which may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. If the Antitrust Division at any time determines that Applicant has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of Applicant into the Individual Leniency Program. Should the Antitrust Division revoke the conditional acceptance of Applicant into the Individual Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against Applicant, without limitation. Should such a prosecution be initiated, any documentary information, statements or other information provided by Applicant to the Antitrust Division pursuant to this Agreement may be used against Applicant in any such prosecution.

4. **Entire Agreement:** This letter constitutes the entire agreement between the Antitrust Division and Applicant, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. The commitments in this paragraph are binding only upon the Antitrust Division.
The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely,
Gentlemen:

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 One 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] for 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 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 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 directors, officers and employees to appear
for such interviews or testimony as the Antitrust Division may require at the
times and places designated by the Antitrust Division;

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

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

(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 15 U.S.C. § 1 in the

3. Corporate Leniency: Subject to verification of representations in
paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in
paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part 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 or any of its subsidiaries 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

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

4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
Subject to [Replaced] full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of [Replaced] including those who are former employees [Replaced] 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 in the [Replaced] 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 possible [Replaced] or other conduct violative of Section One of the Sherman Act, 15 U.S.C. § 1, in the [Replaced] 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 possible [Replaced] or other conduct violative of Section One of the Sherman Act, 15 U.S.C. § 1, in the [Replaced] 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 possible [Replaced] or other conduct violative of Section One of the Sherman Act, 15 U.S.C. § 1, in the [Replaced]
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,

[Signature]

[Signature]

[Signature]
Dear [Name]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Name], in connection with possible [Type of Violation] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the

This Agreement is conditional and depends upon [Condition] 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 [Type of Violation] or other conduct violative of the Sherman Act in the [Specific Violation] ("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: [Name] agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

   (a) providing a full exposition of all facts known to [Name] relating to the 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 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 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 [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 officers 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,
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] for other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the

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] for 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;


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

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current 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 implicate any person or entity, and

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

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [redacted] into Part 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
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.

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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. This letter is not applicable to illegal __________ conduct.

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

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

Sincerely yours,
Dear Sir,

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

3. Corporate Leniency: Subject to verification of [redacted] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [redacted] into Part A of the Corporate Leniency Program, as explained in the attached Antitrust Division policy statement dated August 10, 1993. 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 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,
Dear Sirs:

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted], in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the matter of [Redacted]. This agreement is conditional and depends upon satisfaction of 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 the course of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege. It is understood that the amnesty application process began [Redacted].

AGREEMENT

1. Representations: [Redacted] desires to report to the Antitrust Division possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the matter of [Redacted] ("the anticompetitive activity being reported"). [Redacted] represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

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

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

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

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

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

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

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

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

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

3. Corporate Leniency: Subject to verification of [redacted] representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [redacted] into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [redacted] for any act or offense it may have committed prior to [redacted] 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 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 and including any statements made to the Antitrust
Division by any officer or employee of or 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
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) 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 officers or administrative agencies. In the event a current or 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

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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 and including any statement made by any officer or employee of [REDACTED] to the Antitrust Division on [REDACTED] 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,
U. S. Department of Justice

Antitrust Division

[Redacted text]

Dear [Redacted text],

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted text] in connection with possible [Redacted text] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Redacted text]. This Agreement is conditional and depends upon [Redacted text] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Redacted text] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Redacted text] 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 text] desires to report to the Antitrust Division possible [Redacted text] or other conduct violative of the Sherman Act in the [Redacted text] ("the anticompetitive activity being reported"). [Redacted text] 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 text] 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 text] relating to the anticompetitive activity being reported;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely yours,
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] ("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 [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
court, 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 director,
officer or employee of [REDACTED] fails to comply fully with his/her obligations
hereunder, this Agreement as it pertains to such individual shall be void, and any leniency,
immunity or non-prosecution granted to such individual under this Agreement may be revoked by
the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked,
the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

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

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

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

Sincerely yours,
Dear [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 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 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:

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

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

(c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of 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 [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 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 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 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,