Re: [Redacted]

Dear [Redacted],

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

AGREEMENT

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

(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] agree 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 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 Lenity: Subject to verification of the 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 instituted, any documentary or other information provided by [redacted] as well as any
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 the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

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

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

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

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

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

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of 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,

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

AGREEMENT

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

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

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

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

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

(c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current 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 [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) 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 [Name], 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 [Name] represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

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

Sincerely yours,
Re: [Redacted]

Dear [Redacted]

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

This agreement is conditional and depends upon 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. Moreover, consistent with Division policy, the Division agrees that it will not disclose to [Redacted] information obtained from [Redacted].

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: [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;

(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 [Blank] and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

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

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

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

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which [Blank] 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 the leniency 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 the person for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the person has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against the person without limitation. Should such a prosecution be initiated, any documentary or other information provided by the person as well as any statements or other information provided by any current and former director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

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

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

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

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

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

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

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of 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,
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 violation of the Sherman Act, 15 U.S.C. § 1, or other conduct violative of Section 1 of the Sherman Act. [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] 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; and

(g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of or other conduct violative of 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 or any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported in the. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be instigated, any documentary or other information provided by as well as any statements or other information provided by any current director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

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

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

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

(c) responding fully and truthfully to all inquiries of the United States in connection with [redacted] without falsely implicating any person or intentionally withholding any information;

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

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

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [redacted], the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current 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 represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereof have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereof.

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

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

AGREEMENT

1. Representations:

[redacted] 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 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] (as well as former personnel who do not consult or work, and have not consulted or worked since leaving, for any non-[redacted] entities in the [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 volunteering or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

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

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of the Division 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 the parties 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 the respective parties 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 [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. It is understood that the amnesty application process began [redacted].

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

Re: [Redacted]

Dear [Redacted],

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

Sincerely,

[Redacted]
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Company Name], in connection with possible violations of Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 and 2, respectively.

This agreement is conditional and depends upon [Company Name] satisfying the conditions set forth below. After all of these conditions are met, the Division will notify [Company Name] in writing that the application has been granted. It is further agreed that disclosures made by counsel for [Company Name] in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

AGREEMENT

1. [Company Name] acknowledges and agrees that, with respect to the conduct [Company Name] wishes to apply for amnesty, the Antitrust Division is entitled to rely on [Company Name]'s representations in determining whether to grant amnesty.

   (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 cause 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, relevant to the anticompetitive activity being reported, as requested by the Antitrust Division, to the extent not already produced;

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

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

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

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

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

3. **Corporate Leniency:** Subject to verification of the 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 offenses 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 Lienency Program. Should the Antitrust Division revoke the conditional acceptance of [Redacted] into the Corporate Lienency 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 argument 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 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] as well as former personnel who do not consult or work, and have not consulted or worked since leaving, for any other entities in the executive branch of Government 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 and prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

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

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

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

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

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

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon
the request of the Antitrust Division, 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 or any other person fails to comply fully with his/her obligations hereunder, this Agreement as
it relates 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 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 hereof.

6. Authority And Capacity: The Antitrust Division 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,

ATR/FOIA-179
U. S. Department of Justice

Antitrust Division

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], its [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 [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;

ATR/FOIA-180
(b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

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

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

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

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

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

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

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

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

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

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

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

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

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon
the request of the Antitrust Division will bring this Agreement to the attention of other
prosecuting offices or administrative agencies. In the event a current or former director, officer or
employee of 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 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 or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in [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] and (i) any parent, (ii) any subsidiary, (iii) any division, or (iv) any person (collectively, the "Representatives") that are engaged in the conduct described in the letter 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 cause any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperation agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

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

(b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, whenever 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 of 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 the 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 Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 18, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this
letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division, 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 we have violated this Agreement, this Agreement shall be valid, and the Antitrust Division may revoke the conditional acceptance of us into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of us into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against us without limitation. Should such a prosecution be initiated, any documentary or other information provided by us as well as any statements or other information provided by any current director, officer or employee of us, the Antitrust Division pursuant to this Agreement, may be used against us in any such prosecution.

4. Non-Preservation 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 us (as well as former employees) who do not consult or work, and have not consulted or worked since leaving, for any entity in the business in the United States, 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 omission committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

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

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

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

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

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

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division, will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer, or employee of an entity fails to comply fully with its/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 hereof.

6. Authority And Capacity: The Antitrust Division and [_____] represent and warrant each to the other that the signatories to this Agreement on behalf of such 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,
VIA FACSIMILE:

Dear [Redacted]

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and [Redacted], in connection with possible [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the [Redacted] satisfying the conditions set forth below. After all of these conditions are met, the Antitrust 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;

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

(c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers, and employees of [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, 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 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 committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding upon the Antitrust Division, although, upon request the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by , as well as any statements or other information provided by any current director, officer, or employee of , to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

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

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

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

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

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

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

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of 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 the Antitrust Division 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 warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.
The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,

Attachment
Dear [Redacted]

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

AGREEMENT

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

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

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

2. [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 protect or falsely to implicate any person or entity; and

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

3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept [redacted] into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against [redacted] for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. [redacted] is expressly excluded from the provisions in this paragraph. The Antitrust Division expressly reserves the right to prosecute [redacted] for any criminal violations it may have committed at any time. 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

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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.

Former employees of [redacted] are not included in the provisions of this paragraph. The Antitrust Division expressly reserves the right to prosecute former employees for their involvement in the anticompetitive activity being reported, including, but not limited to: [redacted] The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of [redacted] the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of [redacted] fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency,

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

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

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

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

Sincerely yours,
Re: [Redacted]

Dear [Redacted],

On behalf of your client, we request a retroactive expansion of the conditional amnesty letter that was provided to [Redacted] subsidiary [Redacted] (hereafter, "Amnesty Letter"). Based upon your request and the representations in your letters of [Redacted], the Antitrust Division agrees to the following amendments to the Amnesty Letter.

The Antitrust Division agrees that the term "Clients" as used in the [Redacted] of [Redacted] includes [Redacted] and [Redacted]. In addition, the Division agrees that the scope of the term "activity being reported" as used in [Redacted] letter includes possible [Redacted] or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, committed prior to [Redacted] in connection with the provision of [Redacted] (defined below).

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As used in this letter, the term [redacted] means the following:

With respect to the provision of Paragraph [redacted] of the [redacted] letter also is expanded to include persons who were directors, officers or employees of Clients as of [redacted].

The expanded amnesty described above is subject to all the representations, limitations, and cooperation requirements of the [redacted] letter.

In addition, the Antitrust Division confirms that the [redacted] letter, as amended by this letter, applies to the conduct of [redacted] personnel who were officers, directors, or employees of [redacted] as of [redacted] are covered by the [redacted] letter, and by this letter, for defined conduct, whether such conduct occurred [redacted] subject to the representations, limitations, and cooperation requirements of the [redacted] letter and this letter.

As noted in your [redacted] letter, Paragraph [redacted] of the [redacted] letter, as originally drafted and as hereby amended, does not apply to [redacted].

The [redacted] letter and the amendments herein constitute 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.

The Antitrust Division and [redacted] represent and warrant each to the other that the signatories to this Agreement on behalf of each party
hereby 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,