

Zhaga Consortium

GENERAL CODE OF CONDUCT

The purpose of this document is to provide guidelines and general advice to the companies participating in the Zhaga consortium (hereinafter referred to as "Zhaga") in relation to issues of competition law which may arise during meetings or discussions. It is the policy of Zhaga and its Members that if any doubt exists as to whether it is permissible to discuss a certain issue, then that issue should not be discussed and the matter should be referred to competition law experts for advice. Members shall comply with all applicable competition laws. The Consortium's purpose is to foster competition for the benefit of customers.

1. Discussions between Members

Discussions between Zhaga Members shall be limited to what is necessary to implement the objectives of Zhaga as laid down in the Consortium Agreement.

Under no circumstances should participants to discussions exchange information (see also section 2 below), discuss, reach tacit or express agreements or understandings on any competitive parameter, including the following topics:

- Individual costs of production, sales, logistics or distribution;
- Marketing policies and strategies in any country in the world;
- Allocation of customers, suppliers or territories in any country in the world;
- Production and sales figures, profit levels;
- Current and future prices - including pricing procedures, credit terms or other conditions of sales and any opinion as to the acceptable level of prices generally prevalent on any market or applied by any competitor;
- Projected or actual price increases or reductions - including any opinion as to the desirability of a price increase;
- Discount and rebates - including any comment on the excessive nature of rebates, or on the fact that certain competitors would be e.g. "destroying the market";
- Actual or potential customers - including any comment on the quality of specific customers, on the volumes of their orders, their respect of "deontology" or on their marketing policies.

The list provided above is indicative only. In general terms, where the topic of discussions could have an impact, albeit indirect, on the Members' individual competitive position, such discussions should be avoided. In case of doubt, Members should contact their legal counsel before engaging in the discussions concerned.

2. Prohibition of exchange of Sensitive Competitive Information between participating companies

Under no circumstances shall Sensitive Competitive Information be exchanged or communicated by any means between the Zhaga Members as well as their subsidiaries,

affiliates and any companies which are directly or indirectly related to them. For these purposes, Sensitive Competitive Information shall include, among other things, company-specific information concerning:

- current or future gross or net pricing (including information on discounts and rebates, and information on current or intended price increases or price reductions) or costs of production, sales, logistics or distribution;
- strategies or policies related to research and development, production technologies, sales, purchasing, costs, markets, or competition;
- actual and potential customers;
- actual or historical sales, production, or capacity figures;
- sales or production forecasts or plans.

The list provided above is indicative only.

3. Meetings between participating companies

Every meeting between Zhaga Members shall have an agenda and a specific, demonstrable purpose consistent with the objectives of Zhaga. A list of all Members to each meeting – be it a General Assembly meeting, Steering Committee meeting or Work Group meeting - shall be drawn up. Minutes shall be kept of each meeting, accounting for the entire duration of the meeting. A copy of the agenda, list of Members and meeting minutes shall be retained permanently by the Secretary General of the Zhaga.

Under no circumstance should any meeting between Zhaga Members touch upon the topics listed in Section 1 or involve the communication, by any means, between Members of Sensitive Competitive Information within the meaning of Section 2.

4. Other contacts between Members

Any contact between Zhaga Members (such as telephone conversations, email exchanges, social encounters at trade shows, industry events, etc.) shall be for legitimate purposes only and shall not touch upon any of the topics listed in Section 1 or upon Sensitive Competitive Information as listed in Section 2. Members to such contacts shall draw up and keep a written account of each such contact, detailing time, location, duration, participants and contents of the contact.

The Secretary General may inform any incident contradictory to this general code of conduct to the general counsel of the Members which is not acting in conformance with this general code of conduct.

5. Express rejection of inappropriate behaviour

Should, during any discussion, meeting or contact, one or more Members touch upon topics listed in Section 1 or communicate Sensitive Competitive Information as defined in Section 2, it is the responsibility of each of the other Members to immediately express their refusal to discuss the topic concerned or to receive the communicated information and to put an end to the discussion, meeting or contact.

6. General duty of Members to discussions, exchanges, meetings and contacts between competitors

Any violation of the instructions provided for in Sections 1 to 5 above by any Member shall be seen as a serious breach. It may, moreover, lead to civil and/or criminal prosecution and conviction of the individuals involved. Any Member shall report any violation of this general code of conduct to the Secretary General.

7. Announcements

Except for the spokesmen of the Consortium, no Member is authorized to make an official or public statement on behalf of Consortium, unless otherwise agreed in the Zhaga Consortium Agreement.

8. This general code of conduct is intended to promote compliance with all applicable competition laws, not to create duties or obligations exceeding the actual requirements of such laws. In the event of inconsistency between this general code of conduct and the applicable competition laws, the applicable competition laws shall control.

9. A copy of this general code of conduct shall be provided to all Members of the Consortium. All Members shall abide by this general code of conduct.