

ANTITRUST POLICY OF ROEV ASSOCIATION

ROEV Association, Inc. (the “**Association**”) intends to conduct its affairs in compliance with the antitrust and competition laws and regulations of the United States and, as applicable, of the states within the United States and of other countries (generally, “**Antitrust Laws**”). The Antitrust Laws are intended to preserve and promote free, fair, and open competition. This competition benefits consumers and companies that are innovative and efficient. A violation of the Antitrust Laws can have serious consequences for the Association and for its Participants. Accordingly, the Association hereby issues the following antitrust policy (the “**Policy**”) for itself and its Participants, as guidance in connection with participation in the Association’s activities.

Capitalized terms not defined herein will have the meaning set forth in Article 1 of the Bylaws of the Association (the “**Bylaws**”).

1. The activities of the Association are not intended to restrain competition. The purpose of the Association as it is stated in the Bylaws is intended to, among other things, foster competition and to benefit consumers. The Association will not facilitate, sponsor, approve, or knowingly be a party to any agreements that in any way restrict its Participants’ freedom to make independent business and competitive decisions.

2. The Association and its Committees, Work Groups, and activities shall not be used for the purpose of bringing about or attempting to bring about any understanding, written or oral, formal or informal, express or implied, or concerted practices between and among competitors with the intent or effect to restrain competition in the marketplace, and notably with regard to prices, terms or conditions of sale, bidding activities, distribution, volume of production or supply, territories, customers, credit terms, or strategic, business, marketing or product development or expansion plans.

3. In connection with participation in the Association, there shall be no agreement or exchange of information among Participants that are actual or potential competitors regarding their prices, discounts, or terms or conditions of sale, or licensing of products or services (except to the extent required under the Association’s IP Policy), pricing methods, profits, profit margins or cost data, bidding activities, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production, supply, strategic, business, marketing or product development or expansion plans, or sales. No Participant is required to provide to other Participants any information regarding its business or competitive practices and policies.

4. Each Participant is obligated and expected to exercise its independent business judgment and to make independent business and competitive decisions with respect to pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.

5. The Association and its Participants, in connection with their participation in the Association, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from providing any products or services to, or from dealing with, any customer or potential customer.

6. The Association and its Participants, in connection with their participation in the Association, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services, or other supplies from any supplier or vendor or from dealing with any supplier or vendor.

7. The Association and its Participants, in connection with their participation in the Association, shall not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the marketplace. (This paragraph is not intended to preclude a Participant from disclosing and asserting its intellectual property rights.)

8. The qualifications for participation in the Association are as established by the Board of Directors of the Association. No applicant for participation, which meets the qualifications therefor, shall be denied participation. No Participant shall be excluded from a Committee or Work Group for any anticompetitive reason. For clarity, the Association may deny participation in accordance with any objective criteria established by the Board of Directors and applied in an even-handed and neutral manner.

9. To the extent that the Association recommends, develops, promulgates, approves, or adopts proposed standards or protocols, adherence to such proposed standards or protocols shall be voluntary on the part of Participants, and shall in no way be compelled or coerced by the Association or a Committee, Work Group, or Participant, it being solely a voluntary and unilateral decision on the part of the particular Participant or Participants as to whether to adhere to or comply with any such proposed standard or protocol.

10. Any standards or protocols that may be recommended, developed, promulgated, approved, or adopted by the Association in order to effectuate its purposes shall be based upon relevant considerations, and shall not be based upon any effort, intention, or purpose to reduce or eliminate competition in the sale, supply, and furnishing of products and services.

11. The Association and its Committees and Work Groups shall not impose sanctions for the violation of, nor shall they enforce compliance with, standards or protocols developed, promulgated, approved, or adopted by the Association, except that the Association may condition use of its trademarks or certification marks on compliance with reasonable standards or protocols developed to regulate the use of and to protect such marks. For clarity, such conditions may be predicated on qualifying products and services pursuant to testing or certification procedures that the Association may establish, implement, or reference. The Association reserves the right to take appropriate action against any person or entity that engages in false or misleading advertising regarding use of or compliance with standards or protocols of the Association.

12. In order to avoid potential or perceived wrongdoing, Participants should not transact, negotiate, or discuss any business arrangements while in attendance at meetings sponsored or organized by the Association. Each Participant hereby assumes responsibility to provide appropriate legal counsel to its representatives acting on such Participant's behalf regarding the importance of limiting the scope of their discussions to the topics that relate to the purposes of

the Association, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

13. Each Participant acknowledges that it is imperative that it and its representatives act in a manner that does not violate the Antitrust Laws and is responsible for ensuring its own compliance with the Antitrust Laws.

14. This Policy is intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between any provision of this Policy and the Antitrust Laws, the Antitrust Laws shall control.

15. An Antitrust Compliance Statement will be read at the beginning of every meeting of the Association, its Committees and Work Groups.

16. Written agendas will be prepared in advance of, and minutes will be taken at, every meeting of the Association, its Committees and Work Groups.

17. This Policy shall be promulgated to all Participants. All Participants shall abide by this Policy.