

Digital Stationery Consortium, Inc. Antitrust Guidelines

[Note: Members of Digital Stationery Consortium, Inc. are expected to review and, as applicable, adhere to these guidelines]

BACKGROUND

Digital Stationery Consortium, Inc. (“DSC”) intends to conduct its affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws 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.

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive and a violation of the Antitrust Laws can have serious consequences for DSC and for participating companies. In order to minimize exposure of DSC and its Members to antitrust liability, DSC and each Promoter Member, Contributor Member, or other member of DSC (for purposes of this Antitrust Guidelines, a “Member”) agree to abide by the following guidelines when participating in connection with activities of DSC.

Prior to any and all meetings of DSC, or subgroups thereof, the Members and any other attendees in that meeting should be reminded of their obligation to comply with these guidelines.

GUIDELINES

1. Neither DSC nor its committees and activities shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. In connection with participation in DSC, there shall be no discussion, communication, agreement or disclosure among the Members that are actual or potential competitors, regarding their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, bidding strategy, 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 or sales.
3. DSC and the Members shall not prevent a fair competition in the market or otherwise violate with the applicable antitrust laws .
4. Each Member in DSC is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.
5. DSC may condition use of its trademark(s), and other intellectual property, on compliance with terms and conditions developed to regulate the use of and to protect such mark in accordance with agreed terms and conditions and in conformity with the Antitrust Laws.

6. During the course of the activities of or sponsored by DSC, the Members should refrain from disclosing information to any other Member that is competitively sensitive information or that is not reasonably related the legitimate purposes of such activities.
7. Nothing in DSC's Bylaws or other document or policy shall be construed as restricting the right of any Member of DSC to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed or delivered by Members or DSC.
8. To the extent that it furthers the purposes of DSC, as set forth in its corporate documents, joint research and development by two or more of its Members and/or representatives thereof shall be permissible, provided that such joint research and development for DSC shall be organized and conducted in a manner consistent with the Antitrust Laws and other legal requirements, and in particular shall exclude the following activities:
 - a. the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
 - b. any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member of DSC of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
 - c. any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member of DSC in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member of DSC, or representative thereof, or of the results of such joint research and development.
9. DSC and each Member, in connection with the activities of DSC, shall use their best reasonable efforts to comply in all respects with the Antitrust Laws.
10. These Guidelines are conservative and 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 these Guidelines and the Antitrust Laws, the Antitrust Laws shall control.
11. These Guidelines shall be promulgated to all Members in DSC. All Members shall abide by these Guidelines.

Duly adopted by the Board of Directors of Digital Stationery Consortium, Inc. on January 06, 2017.