ORGANISATIONAL, MANAGEMENT AND CONTROL MODEL

Antitrust Code

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1. DEFINITIONS

PL Italy: the terms "PL Italy" and "Company" are used throughout the text and both refer to Petronas Lubricants Italy S.p.A.

Decree: the term "Decree" refers to Legislative Decree no. 231 of 8 June 2001 as subsequently modified and supplemented, regarding the administrative responsibilities of legal persons, companies and associations, including those lacking legal personality, in compliance with article 11 of law no. 300 of 29 September 2000.

Model: the term "Model" refers to the organisational, management and control model adopted by the Company in compliance with articles 6 and 7 of the Decree.

Addressees: the term "Addressees" refers to subjects to which the CoC is applicable i.e. all those who carry out, on the basis of a formal or only de facto qualification, management, administration or control activities within the Company and all those who are subject to the management and supervision of the former, as employees, consultants, agents, brokers and, in general, all third parties that carry out on behalf of the Company activities that are potentially exposed to risk due to persons perpetrating those crimes set out in the Decree ("Third Party Addressees").

BoD: the term "BoD" refers to the Board of Directors of Petronas Lubricants Italy S.p.A.

Public Authorities: relative to the above-mentioned Model, the term "Public Authorities" refers to the totality of authorities, entities and agents that are entrusted by law with protecting and caring for matters of public interest. They include the following:

- national, EU and international public institutions;
- public officials who carry out a legislative (focusing on the production of legal regulations), judicial (exercising jurisdictional power) or administrative function (characterised by the formation or manifestation of the will of the public authorities or by activity involving certified and authorized powers (Article 357 of the criminal code)
- public service functionaries who carry out an activity regulated in the same ways as public functions, but characterised by the lack of powers typical of the latter (Article 358 of the criminal code).

CC: the term "CC" refers to the Compliance Committee established by Petronas Lubricants Italy S.p.A. in compliance with Legislative Decree no. 231 of 8 June 2001, which is tasked with supervising implementation of the Model and ensuring that it is constantly updated and respected by Addressees.

Environmental Code: the term "Environmental Code" refers to Legislative Decree no. 152 of 3 April 2006 as subsequently modified and supplemented.

NCLA: the term "NCLA" refers to the applicable National Collective Labour Agreement.

Crimes: the term "Crimes" refers to crimes-relevant evidence in compliance with Legislative Decree no. 231 of 8 June 2001.

Customer: the terms "Customer" or "Customers" refers to any subject that buys goods or services from Petronas Lubricants Italy S.p.A. or its subsidiaries, including but not limited to distributors and car repair shops.

Group: the term "Group" refers to Petronas Lubricants Italy S.p.A. and its subsidiaries that operate in Italy and within the European Union.

"**TFEU**": the term "TFUE" refers to the Treaty on the Functioning of the European Union.

2. INTRODUCTION

In pursuing its objectives, the Company and the Group undertake to require all Recipients to fully comply with the European and Italian competition laws.
Failure to comply with the applicable laws may raise serious consequences for the Company and the other companies of the Group. Infringement of competition laws may involve fines up to 10% of the turnover of each company or the Group. Furthermore, individuals materially involved in anti-competitive practices may be personally fined or sued for damages by third parties.
No manager, director, or agent of the Company shall be entitled to act not in compliance with competition laws or to authorize or approve any such conduct carried out by other individuals. Should any of them detect an employee of the Company engaged in these anti-competitive behaviours, he/she is required to immediately report it, even anonymously, to one of the Persons in Charge listed in Annex A (*Notices and Reports*) to this Antitrust Compliance Code.
Each individual shall be responsible for acting in compliance with the provisions hereof as well as for reporting any related infringement.
All Recipients of this Antitrust Compliance Code shall be required to report, even anonymously, any breach of the provisions hereof as well as of the applicable competition laws, to one of the Persons in Charge listed in Annex A (*Notices and Reports*).
If you have any doubts in relation to the scope of application or the interpretation of the provisions hereof, please directly contact one of the Persons in Charge listed in Annex A (*Notices and Reports*).

3. COMPETITION LAW PROVISIONS

3.1 Agreements, concerted practices, decisions by associations of undertakings, and abuses of dominant position

Pursuant to Article 101 of TFEU(1) all agreements between undertakings, decisions by associations of undertakings, and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction, or distortion of competition within the internal market shall be prohibited. Any agreements or decisions prohibited under this provision shall be deemed automatically void. For instance, agreements between competitors on selling prices, discounts, or any other trading conditions, such as payment terms and conditions, or rebates, shall be prohibited. In addition, some agreements between suppliers and distributors are prohibited, such as those aimed at limiting exports to or imports from other Member States.
Pursuant to Article 102 of TFEU(2) any abuse by one or more undertakings of dominant position within the internal market or in a substantial part of it shall be prohibited as incompatible with the internal market, in so far as it may affect trade between Member States. An undertaking shall be presumed to have a dominant position if it has the power to actually affect competition on the market owing to its position of independence from its suppliers, competitors, and customers, whereby it can unilaterally affect the market conditions. An undertaking might be presumed dominant if it has a market share higher than 40%, but dominant position is more

(1) This article is reported in Annex B (EU Competition Law Provisions) to this Antitrust Compliance Code.
(2) This article is reported in Annex B (EU Competition Law Provisions) to this Antitrust Compliance Code.

likely to occur with market shares higher than 50%. It is not an offence for a firm to have a dominant position. However, when an undertaking has a dominant position, certain conducts that jeopardise competition are prohibited. For instance, alleged abuses are represented by predatory sales aimed at foreclosing a competitor, or discounts which, although not included in predatory practices, are likely to have foreclosure effects.

3.2 Merger control

European competition laws also apply to merger control. A concentration or a merger exists when an undertaking or an individual that controls at least another undertaking acquires, either directly or indirectly, a controlling shareholding in another undertaking. Provisions on merger control are aimed at avoiding a highly concentrated market to the detriment of competitors and consumers. To this end, depending on a given turnover threshold of the undertakings concerned, possible mergers in which the Company or the Group may be involved might require the notification to the competent authorities (e.g. the European Commission or one or more national competition authorities) for seeking necessary authorizations.

3.3 Council Regulation 1/2003

According to Council Regulation 1/2003 the European Commission is empowered to impose fines up to 10% of the Group's world turnover and to carry out inspections at the corporate premises as well as at the private premises of directors, managers, and other employees of the company. The European Commission shall act in coordination with national competition authorities. The European Commission shares the competence to apply Articles 101 and 102 of the TFEU with national competition authorities and national courts. However, in a system of parallel competences, there is the so-called convergence rule according to which, if an agreement is not prohibited under EU competition law, national competition authorities are not entitled to apply stricter national laws to it. Conversely, the convergence rule is not required in issues that fall within the scope of application of Article 102 of the TFEU.

3.4 Leniency programmes

The European Commission and all national competition authorities (except for Malta) have adopted leniency programmes concerning agreements and concerted practices between competitors (such as agreements on prices or exchanges of confidential information). According to the leniency programme the first undertaking that 'blow the whistle' (so-called whistleblower) to the relevant competition authority about a competition law infringement, including information about the alleged infringement and the names of the other parties involved, shall obtain immunity from fines. In order to qualify for immunity, the whistleblower must cooperate with the relevant competition authorities and it should have not taken steps to coerce other undertakings to violate competition laws. Other companies may be qualified for a reduced fine but not total immunity. For this reason, any potential breach of competition laws must be promptly reported to the Person in Charge of the relevant department as listed in Annex A (*Notices and Reports*).

3.5 Member States' competition laws

All Member States have domestic competition laws. Generally, they follow EU laws. However, domestic law may have a stricter effect than EU law, in particular with regard to abuses of dominant position. Therefore, this Antitrust Compliance Code shall be constructed and applied in combination with Annex C (*Italian Competition Law Provisions*).

3.6 Italian Competition Law

European competition law takes precedence over the Italian competition provisions. However, Articles 2 and 3 of Italian Law No. 287/1990(3) are modelled upon Articles 101 and 102 of the TFEU, respectively. Therefore, every reference to European competition law applies also for Italy. Indeed, forbidden agreements shall be deemed void, and are fined by the Autorità Garante della Concorrenza e del Mercato (the Italian Competition Authority) with heavy fines (and undertakings involved may be sued in civil cases). Furthermore, pursuant to Article 3 of Italian Law No. 287/1990(4) the abusive exploitation of dominant position is banned. Pursuant to national case-law that transposes European law, market shares higher than 40% may be indicative of a dominant position, although a dominant position is more likely to occur with market shares above 50%.
According to Italian competition law, alleged concentrations or mergers are required to be reported to the Autorità Garante della Concorrenza e del Mercato based on specific turnover thresholds, that are different and lower than those under EU competition law. It should be pointed out that if the turnover thresholds specified under EU competition law are reached, the one stop shop principle shall apply, in other words the European Commission shall have exclusive jurisdiction in assessing these operations, except for some specific cases.

4. ANTICOMPETITIVE CONDUCT

The previous chapter reports an overview of the legal framework applicable to agreements and abuses of dominant position. The following paragraphs list some conducts that may breach competition laws.
It shall be pointed out that the liability for breaching competition law is attributed not only to the undertaking that materially violated the law. Indeed, according to EU case law, the parent company shall be held liable for infringements carried out by its subsidiaries, should the parent company exerts decisive influence over the subsidiary (which is assumed if the parent company owns 100% of the share capital of the subsidiary) in order to exclude its independence. Accordingly, even the subsidiaries of the Company are required to comply with the provisions of this Antitrust Compliance Code.

4.1 Relationships with competitors

Agreements and exchanges of information between competitors are among the most dangerous activities under competition laws. These agreements and exchanges of information are generally prohibited, irrespective of whether they have actually taken place. Thus, for example, it might be enough for two or more competitors to discuss the need to raise prices in a coordinated way at a trade association meeting or by telephone, that a serious breach of competition laws may be assessed, even if no price increase will actually be implemented, or even if prices will actually be decreased. It should also be pointed out that competition law is violated whenever two or more competitors coordinate their market activities, thus replacing the uncertainty of free competition. There is no need for a written agreement or any other written evidence of what has been arranged. A competition law violation is often proved based on elements such as mere participation in meetings and telephone conversations with competitors, and based on the statements by other companies interested in getting immunity from fine or a fine reduction.
The following agreements are strictly prohibited:

a. Agreements on prices or other sales conditions: agreements (or negotiations aimed at reaching agreements) between the Company and one or more competitors regarding market prices, rebates or compensation, product sales conditions and related payment terms. These

(3)This article is reported in Annex C (Italian Competition Law Provisions) to this Antitrust Compliance Code.
(4)This article is reported in Annex C (Italian Competition Law Provisions) to this Antitrust Compliance Code.

agreements cause immediate damage to consumers. Not only an agreement, but even a mere non-binding price indication constitutes a breach of competition law. To seriously infringe competition law, neither a written or binding agreement nor its implementation is required.

b. Restrictions on production: this conduct is deemed to breach competition law, should the Company and its competitors reach an agreement on restriction on production, thus refraining from introducing innovative products, reducing the variety of outputs, or decreasing the distribution of some outputs.
c. Market allocation: the Company shall not agree to allocate particular markets or customers between competitors, nor it shall agree with competitors on investing in a specific sector.

Even a mere exchange of confidential and commercially sensitive information may be deemed a serious breach of competition law. It is not necessary for repeated exchanges to take place over time: a single case of forbidden communication is enough to be fined. Furthermore, even if the Company's employee passively receives confidential and commercially sensitive information from a competitor, this may constitute a breach of competition law. For instance, a competitor informing about future prices or the prices applied by its suppliers or about its costs or about any other information, which in general is not disclosed to competitors or made public, could be held liable for competition law infringement, even when the counterparty does not provide any information, or does not manifest any express support to the competitor's behaviour, or does not use the received information. Therefore, the Recipients shall not, even during informal conversations, discuss any of the following topics with competitors:

a. Prices and pricing policies (*e.g. discounts and promotions*);
b. Suppliers' terms and conditions;
c. Production strategies;
d. Sales or purchases conditions of products and/or services;
e. Profit margins;
f. Commercial strategies;
g. Customer portfolio;
h. New products or services;
i. Refusal to deal with a supplier/licensor or customer/licensee;
j. Bids submitted at public or private biddings, including the intent to bid, the timing, the conditions and the contents of the bid;
k. Allocation of customers and territories;
l. Criteria for selection of licensees/distributors and terms and conditions for license/distribution agreements;
m. Quality of the Company's products or services or of innovative products, if any.

If a competitor starts to discuss the above-mentioned topics, the Recipient shall immediately give up any intentions to discuss the matter and, if necessary, he/she shall stop the conversation and leave the meeting. Moreover, no Recipient may listen to conversations of this type, for instance at a trade association meeting, regardless of his/her good intentions. The Recipient shall promptly report any episode to the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*).

Trade association meetings typically serve perfectly legitimate purposes and they are often useful to discuss general issues concerning the industry, such as the enforcement of new EU or national regulations. However, at the same time trade associations offer opportunities for competitors to meet. These meetings are highly risky in terms of competition law violations.

Therefore, when a Recipient attends these meetings, he/she should avoid any, even general, discussions about the topics listed above; otherwise he/she should promptly report any discussion to one of the Persons in Charge of the relevant department listed in Annex A (*Notices and Reports*).
Any trade association agreements or any agreements with competitors, such as R&D agreements or sales agreements, must be reviewed by the Company's CEO.

4.2. Relationships with customers and suppliers

Competition law issues can also be raised by certain restrictive agreements involving distribution or license agreements. In order to simplify, we will simply refer to customers, although the same reasoning applies to any licensees as well as to suppliers and licensors, if any.

Generally speaking, the law governing distribution and license agreements is often highly complex. Therefore, all agreements and contracts shall be authorized by the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*).

4.2.1 Restrictions on EU cross-border trade

EU competition law is extremely strict on agreements or conducts that restrain parallel imports within the EU. Therefore, any restriction imposed on a customer to resell products within the EU is highly risky and is likely to seriously infringe competition law. Exceptions do exist, but they need to be carefully analysed. Therefore, each contract clause, practice or agreement, even oral, which might either directly or indirectly limit a customer's ability to resell products and supply services within the EU, should be authorized by one of the Persons in Charge of the relevant department listed in Annex A (*Notices and Reports*).
These clauses, practices and agreements include but are not limited to:

a. Prohibiting a distributor from selling one's products outside an assigned territory. In particular, according to competition law prohibiting a distributor from actively looking for new customers outside its exclusive territory, where there is no exclusive distributor, raises some issues. Conversely, if the same practice occurs where there is already an exclusive distributor, no competition law concern is raised. Furthermore, prohibiting a distributor from selling to customers who have solicited the sale, without any active and independent action by the distributor, is also troublesome;
b. Terminating a distribution agreement in order to prevent parallel trade within the EU;
c. Refusing to deal with a new distributor in order to prevent parallel trade within the EU;
d. Charging higher prices for goods intended for export to another Member State;
e. Offering guarantees only to some Member States instead of guarantees that are (at least) valid throughout the EU;
f. Requiring a distributor to verify the country of residence of purchasers;
g. Reducing compensation (e.g. bonuses, rebates, promotional benefits) for sales made outside a distributor's territory;
h. Monitoring distributors' sales in order to prevent or discourage parallel imports.

4.2.2 Restrictions on resale prices

The Company may not, directly or indirectly, impose to distributors the minimum resale price or price at a specific level – also expressed as a maximum or minimum price, as well as in relation to competitors' prices. However, the Company may recommend resale prices and it may also advertise a suggested retail price to the public. Any such arrangements must be authorized in advance by the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*).

4.2.3 *Distribution practices and policies (5)*

Generally, the Company has the right to choose independently the distributors and suppliers with whom it will deal or continue to deal, subject to the terms of the applicable agreement and to the applicable law. However, refusal to deal with a customer or termination of distribution or supply relationships cannot be used to achieve a result prohibited by competition laws. Furthermore, sometimes customers must be selected according to objective and qualitative criteria that can be applied to all customers. Finally, the European Commission continues to be particularly keen on seeing the increase of independent car repair shops. Therefore, practices that could be interpreted as aimed at discouraging independent repair shops must be avoided. Hence, all the following activities shall be authorized in advance by the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*):

a. Terminating an agreement with a customer;
b. Refusing to deal with an authorized customer, so foreclosing it from the Company's distribution network;
c. Entering into exclusive agreements, namely agreements under which the counterparty is not allowed to buy competitive products from other suppliers;
d. Implementing customer retention programmes, and/or customer incentive programmes through discounts, bonuses, promotional benefits, and other benefits against exclusive commitments or an obligation to buy certain percentages of products from the Company or to reach certain product volume thresholds or certain order targets over a fixed period of time;
e. Refusing to sell products or provide information necessary to non-authorized car repair shops for proper product use;
f. Refusing to sell products or provide information necessary to end-users for proper product use.

4.3 Abuses of dominant position

A presumption of dominant position may arise merely from the possession of significant market shares higher than 40%, but it is more likely to occur in cases of market shares higher than 50%. An undertaking with a dominant position has a special responsibility vis-à-vis the market. Some practices, which are perfectly legitimate when carried out by non-dominant undertakings, might severely affect competition when conducted by a dominant undertaking, hence they are likely to be heavily fined. Analyzing the behaviour of a dominant undertaking is a complex matter. Competition law infringements may include, but are not limited to, the following practices:

a. Applying unfair prices, or rather applying prices or other contract conditions that are unreasonably burdensome, in order to maximize profits;
b. Predatory practices if not justified by economic efficiencies but rather by the intent to drive competitors out of the market;
c. Refusing to deal without valid justifications;
d. Implementing discriminatory practices, which are not justified by business concerns, to equivalent transactions.

4.3.1 *Tying sales*

"Tying sales" means all those sales where a supplier makes the supply of one product (the 'tying product') conditional upon the buyer also buying a separate product (the 'tied product'). These practices are typically lawful. However, they are likely to raise complex competition issues, especially if the Company is in a dominant position with regard to one of the products concerned.

(5) In this section, the word "customer" does not include end-users.

Therefore, tying sales must be authorized in advance by the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*).

4.3.2 *Prices and other discriminatory practices*

The application of different prices (or other contract terms and conditions) for the same type of transactions is likely to raise complex antitrust issues if the Company is in a dominant position and price gaps are not justified by cost disparities *(e.g. transport costs).* Therefore, prices and any other discriminatory practice must be authorized in advance by the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*).

4.3.3 *Exclusive agreements*

Agreements requiring the customer to buy from a company on an exclusive basis may be deemed abusive if the Company is in a dominant position, and the agreements are proved to hinder current and potential competitors from distributing the same products. Exclusive agreements must be authorized by the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*).

4.3.4 *Predatory pricing*

Applying below cost strategies justified by the intention to drive competitors out of the market could be deemed a competition law infringement. Below cost sales must be authorized by the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*).

4.3.5 *Rebates*

Granting rebates may be a lawful practice; however, it is likely to raise complex antitrust issues if the Company is in a dominant position. Particularly, rebates have been closely monitored by the European Commission on the assumption that these practices may lead to customer loyalty, thus foreclosing competitors. Therefore, rebates must be authorized in advance by the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*).

5. WORDING SPECIFICATIONS AND DOCUMENT FILING

The use of proper wording in the daily business in all corporate documents and e-mails is essential. Wrong wording could trigger investigations by competition authorities even in case of legitimate conducts that are wrongly or deceivingly described in these documents. Terms that could lead to misunderstandings must be avoided. For example, sentences that might lead people to assume that a coordination of sales policies with competitors is taking place should be avoided. Therefore, sentences like 'aligning prices with competitors' prices', 'stabilizing prices', 'fixing maximum prices,' or 'bringing the market under control' should not be used. Each document referring to competitors' pricing or marketing policies shall specify the source of information (e.g. trade magazines) to avoid the impression that information were obtained directly from competitors. Moreover, sentences that could be interpreted as aimed at foreclosing competitors should be avoided. Hence, sentences that could appear too aggressive should be avoided, such as 'acquire a dominant market share', 'foreclose a competitor' or 'be dominant'.
In the light of this Antitrust Compliance Code, should you have any doubts when writing a corporate document or e-mail or about some corporate conducts or behaviours of a Recipient as to duly comply with the applicable competition law, promptly contact the Person in Charge of the relevant department listed in Annex A (*Notices and Reports*), without writing anything.

Please note that, upon notification of opening of investigation by a competition authority and up to its completion, it is strictly forbidden to destroy any paper documents or delete any electronic documents or e-mails that involve, even only indirectly, the markets under investigation, irrespective of their relations with competition issues.

6. INSPECTIONS CARRIED OUT BY THE ITALIAN COMPETITION AUTHORITY AND THE EUROPEAN COMMISSION

The Italian Competition Authority and the European Commission may, any time, require undertakings, entities, or individuals to provide information or show documents that are useful for antitrust investigations, and they may also ask for copies of these documents.
In addition, both the Italian Competition Authority and the European Commission may carry out inspections at the corporate premises also without previous notice (so-called *dawn raids*). For practical guidelines and instructions to be followed in such cases, see Guidelines on inspections by the Italian Competition Authority and the European Commission. In this way, inspections may take place in full compliance with the applicable national and European laws, in order to avoid any fine.

ANNEX A – NOTICES AND REPORTS

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ANNEX B – EU COMPETITION LAW PROVISIONSTREATY ON THE FUNCTIONING OF THE EUROPEAN UNION

Article 101

1. The following shall be prohibited as incompatible with the internal market: all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market, and in particular those which:

a. directly or indirectly fix purchase or selling prices or any other trading conditions;
b. limit or control production, markets, technical development, or investment;
c. share markets or sources of supply;
d. apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
e. make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

2. Any agreements or decisions prohibited pursuant to this Article shall be automatically void.

3. The provisions of paragraph 1 may, however, be declared inapplicable in the case of:

- any agreement or category of agreements between undertakings,
- any decision or category of decisions by associations of undertakings,
- any concerted practice or category of concerted practices which contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and which does not:

a. impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives;
b. Afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question.

* * * *

Article 102

Any abuse by one or more undertakings of a dominant position within the internal market or in a substantial part of it shall be prohibited as incompatible with the internal market in so far as it may affect trade between Member States. Such abuse may, in particular, consist in:

a. directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions;
b. limiting production, markets or technical development to the prejudice of consumers;
c. applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
d. making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

ANNEX C – ITALIAN COMPETITION LAW PROVISIONS ITALIAN LAW NO 287/1990

Article 1
Scope and relationship with EU law

1. The provisions of this law implementing Article 41 of the Constitution protecting and guaranteeing the right of free enterprise, apply to agreements, abuse of a dominant position and concentrations outside the scope of Articles 65 and/or 66 of the Treaty establishing the European Coal and Steel Community, [Articles 101 and 102 of the TFEU], EU Regulations or acts having an equivalent statutory effect.

2. Where the competition authority, within the meaning of Article 10, hereinafter referred to as 'the Authority', considers that a case does not fall within the scope of this law, as defined in subsection (1), it shall inform the European Commission and forward to it any relevant information at its disposal.

3. The Authority shall suspend any investigation into cases in respect of which the European Commission has opened a formal procedure under the provisions referred to in subsection (1) above, excepting any aspects entirely of domestic relevance.

4. The provisions of this Title shall be interpreted in accordance with the principles of the EU competition law.

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Article 2
Agreements in restraint of competition

1. The following shall be regarded as agreements: agreements and/or concerted practices between undertakings, and any decisions, even if adopted pursuant to their articles of associations or by-laws, taken by consortia, associations of undertakings and other similar entities.

2. Agreements between undertakings which have as their object or effect appreciable prevention, restriction or distortion of competition within the national market or within a substantial part of it shall be prohibited, including those that:

a. directly or indirectly fix purchase or selling prices or other contractual conditions;
b. limit or restrict production, market outlets or market access, investment, technical development or technological progress;
c. share markets or sources of supply;
d. apply to other trading partners objectively dissimilar conditions for equivalent transactions, thereby placing them at an unjustifiable competitive disadvantage;
e. make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

3. Any agreements prohibited pursuant to this Article are null and void.

* * * *

Article 3
Abuse of a dominant position

The abuse by one or more undertakings of dominant position within the domestic market or in a substantial part of it is prohibited. It is also prohibited:

a. to impose directly or indirectly unfair purchase or selling prices or other unfair contractual conditions;

b. to limit or restrict production, market outlets or market access, investment, technical development or technological progress;
c. to apply to other trading partners objectively dissimilar conditions for equivalent transactions, thereby placing them at an unjustifiable competitive disadvantage;
d. to make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.