

WiSUN ALLIANCE

ANTI-COMPETITION GUIDELINES

Certain types of activities conducted by industry contributors may be subject to scrutiny under antitrust laws as being anti-competitive. In order to minimize exposure of the Alliance and its Promoter, Contributor and Adopter Members to antitrust liability, the Alliance and each Promoter, Contributor and Adopter Member agree to abide by the following guidelines when participating with, for or on behalf of the Alliance:

1. Neither the Alliance nor any of its committees 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, among and between competitors with regard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. The Alliance and its Promoter, Contributor and Adopter Members shall not discuss, communicate or engage in any other exchange between Promoter, Contributor and/or Adopter Members with regard to prices, pricing methods, production quotas or other limitations on either the timing, costs or volumes of production or sale, or allocation of territories or customers.
3. Neither the Alliance nor its Promoter, Contributor and/or Adopter Members shall engage in any activity or communication that might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
4. The qualifications for membership or participation in the Alliance are set forth in the Corporate Documents. No applicant for membership or participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of membership or participation.
5. The Alliance shall not compel or coerce any Promoter, Contributor and/or Adopter Member into accepting or complying with any Adopted Specification.
6. Adherence to Adopted Specifications or sample implementations shall be voluntary on the part of the Promoter, Contributor and Adopter Members of the Alliance and shall in no way be compelled, directed or coerced by the Alliance, it being solely a voluntary decision on the part of the particular Promoter, Contributor and/or Adopter Members of the Alliance as to whether to adhere to or comply with any such Adopted Specifications or sample implementations.
7. Any Adopted Specifications or sample implementations shall be based solely and exclusively upon technical considerations and upon the merits of objective judgments and thorough procedures and shall in no way be based upon any effort, intention or

purpose of any of its Promoter, Contributor and/or Adopter Members to reduce or eliminate competition in the sale, supply and furnishing of products and services.

8. If information, materials or reports of the Alliance for the use of the membership or participation is significant to third parties or others in the industry, then such information, material and reports will be made available by the Alliance to all such persons, on such reasonable terms and conditions as it may prescribe, in order to carry out its purposes.
9. To the extent that the purposes of the Alliance, as set forth in its Corporate Documents require, for the Alliance's purposes and objectives, joint research and development by two or more of its Promoter, Contributor and/or Adopter Members, or representatives thereof, any such joint research and development for the Alliance 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 Promoter, Contributor and/or Adopter Member of the Alliance 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 Promoter, Contributor and/or Adopter Member of the Alliance in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Promoter, Contributor and/or Adopter Member of the Alliance, or representative thereof, or of the results of such joint research and development.