

RightPlug Alliance, Inc. (“RightPlug Alliance”) supports the policy of competition and intends to comply, and compel its members, to comply with all laws protecting and encouraging free market competitive practices.

With these considerations in mind, these Guidelines are issued by RightPlug Alliance for its Members and their representatives in connection with their activities related to RightPlug Alliance. These Guidelines are designed as a precautionary measure to avoid anti-competition issues before they develop, and therefore may go beyond the practices strictly required by law. Although the provisions of these Guidelines may be perceived to be unnecessarily strict, members shall not undertake activities that vary from these Guidelines without prior approval of the RightPlug Alliance Board of Directors.

Agreement with, and continued compliance with, the provisions of these guidelines, as may be amended from time to time, is a condition to membership in RightPlug Alliance.

1. RightPlug Alliance, nor any committee or subcommittee thereof, nor conference or other activity organized in relation to RightPlug Alliance, 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 to unreasonably restrain trade, including understandings or agreements regarding prices, terms or conditions of sale, distribution, volume of production, allocation of territories and/or customers, credit terms, marketing practices, boycotts or refusals to deal.
2. RightPlug Alliance, its employees and representatives, Members and employees or representatives thereof, shall not discuss, communicate or engage in any exchange between actual or potential competitors with regard to;
 - prices, pricing methods, terms and conditions of sale,
 - information related to production or sales, or the timing, costs or volumes thereof,
 - territories or customers,
 - current or future business plans related to the above.

Notwithstanding the forgoing, discussions related to aggregate implementation costs of proposed amendments to the RightPlug Standard shall be permitted, with the sole objective of weighing implementation cost against technical merits of any particular proposed amendment. Any such discussions shall not violate any provision of these guidelines, and without limitation, shall involve only aggregate implementation costs without identifying individual elements or the identities of the supplier or suppliers thereof.

3. RightPlug Alliance, its employees and representatives, Members and employees or representatives thereof, shall not engage in any activity or discussion which might be construed as an agreement or understanding to refrain, or encourage another party to refrain, from purchasing any materials, equipment, supplies or services from any supplier, or from dealing with any supplier.
4. RightPlug Alliance, its employees and representatives, Members and employees or representatives thereof, shall not engage in any activity or discussion which 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.

Competition Law Compliance Guidelines

5. RightPlug Alliance, as a necessity in meeting its objective to facilitate supply transactions of configured RightPlug Compliant Components, between qualified suppliers and qualified users, and to restrict the possibility of counterfeiting, may require Members to purchase such components through RightPlug Alliance. In order to ensure free trade and competition under these unusual circumstances RightPlug Alliance:
 - shall not refuse to qualify encoding components that meet the technical requirements, providing the supplier obtains any necessary licenses to manufacture such components,
 - shall publish standard pricing for all qualified components based on a cost + overhead basis, and shall offer the same pricing to all Members,
 - and shall offer all qualified components on an equal basis, and shall not encourage Members to select particular qualified components or qualified components of a particular supplier.
6. RightPlug Alliance, its employees and representatives, Members and employees or representatives thereof, shall not compel or coerce any Member to vote to accept any proposed Standard or revision thereof.
7. The Qualifications for membership in RightPlug Alliance are set forth in the Bylaws. No applicant for membership, that otherwise meets the Qualifications, shall be rejected for any anti-competitive purpose.
8. RightPlug Alliance, its employees and representatives, Members and employees or representatives thereof, shall not make any effort to bring about the standardization of any product or service for the purpose of preventing the manufacture, sale or supply of any product or service not conforming to a particular standard.
9. To the extent that RightPlug Alliance, through its committees and membership, implements, develops or approves specifications which, if followed, permit equipment and/or services to interoperate, use of such specifications with respect to products shall be voluntary on the part of Members. It is solely a voluntary decision on the part of a particular Member whether to make products utilizing such specifications.
10. The specifications which may be developed or approved by RightPlug Alliance, shall be based solely upon technical considerations, objective judgments and thorough procedures, and shall not, in any way, be based on any effort, intention, purpose or consideration, of any Member or Members to reduce or eliminate competition in the sale, supply and furnishing of products and/or services.
11. To the extent that the purposes of RightPlug Alliance, as set forth in the Bylaws, require joint research and/or development by two or more Members or representatives thereof, any activity related to such joint research and/or development shall be considered an activity related to RightPlug Alliance and subject to these Guidelines.
12. Each Member, and any new Member, of RightPlug Alliance shall be supplied with a copy of these Guidelines, and agrees to abide by them.