



Approved by the Shareholder's Resolution for
Ben-Trei, LTD. as of 26.10.2017

ANTITRUST POLICY
Ben-Trei, LTD.

TABLE OF CONTENTS

I. INTRODUCTION3

1. DEFINITIONS4

2. PURPOSE5

3. APPLICABILITY.....5

II. ANTITRUST COMPLIANCE6

4. GENERAL PRINCIPLES6

5. RELATIONS WITH COMPETITORS.....6

6. RELATIONS WITH CLIENTS.....7

7. REGULAR UPDATES7

8. NON-COMPLIANCE.....7

9. COMPLIANCE REPORTING8

10. TRAINING.....9

III. POLICY GOVERNANCE.....9

11. POLICY REVIEW.....9

12. IMPLEMENTATION OF THE POLICY9

ANNEX 1 FORM OF COMPLIANCE CERTIFICAT 10

I. INTRODUCTION

This Antitrust Policy (the “**Policy**”) sets out the requirements of Ben-Trei, LTD. (the “**Company**”) in respect of compliance by its Employees (as this term is defined below) with the applicable mandatory rules of the antitrust and competition laws of Florida and United States of America, European Union (“**EU**”), Switzerland or certain other countries in its procurement activity as well as sales of any products manufactured by the Company (the “**Products**”) in the territory of Florida and United States of America, Switzerland, EU and other countries.

The Policy determines the procedure of actions to prevent or avoid Violations (as this term is defined below), particularly in negotiating with Competitors or Clients (as these terms are defined below) and for the regular monitoring of and training of the Employees with the norms, requirements and rules of the applicable antitrust and competition laws.

The Policy also outlines the restrictions or prohibitions and protective measures to be consistently followed by each Employee.

The scope and content of this Policy could be subject to further changes. This Policy contains general analysis of applicable norms or laws, and specific advice or clarifications may be required in connection to any particular transaction. Certain dealings or transactions described in this Policy would be permissible only upon consultation with and sign off by the Legal and Compliance Officer.

1. DEFINITIONS

- 1.1 **“Agreement”** means a contract or agreement between parties entered into in whatever form, in writing or orally, electronically or by means of electronic correspondence, an exchange of letters or oral promises, and ‘gentlemen’s agreements’ or other arrangements that reflect the intentions of the parties thereto.
- 1.2 **“Business Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business in Florida and United States of America and in the place of business activities of the Company.
- 1.3 **“Cartel”** means a written or oral Agreement or concerted actions (actions meeting the interests of cartels’ participants and unrelated to the influence of objective economic circumstances) between Competitors, intended to restrict Competition, including Agreements on price fixation, pricing, distribution of sale or production quotas, spheres of influence, fraudulent tender bids, production volume regulation, co-ordination of product sale terms, or alike.
- 1.4 **“Client”** means any entity, company (or its affiliation), Representatives of any organizations, associations and companies (either existing or those that may be incorporated in the future) who represent the Company’s suppliers, buyers, consumers, distributors, or customers.
- 1.5 **“Competitor”** means any entity, company (or its affiliation), Representatives of any organizations, associations and companies (either existing or those that may be incorporated in the future) that compete with the Company in the same market.
- 1.6 **“Competition”** means rivalry among businesses, whereby an action precludes or restricts any third party’s possibility to unilaterally influence the general terms of goods circulation in the respective goods market.
- 1.7 **“Dominant Position”** means the position of a business or group of persons or several business(es) or group(s) of persons in the market of a certain goods that enables such (a) business(es) or group(s) of persons to exert a significant influence on the general terms of the circulation of the goods in the respective goods market, and/or to remove other businesses from that goods market, and/or hinder other businesses’ access to that goods market. Recognized as “dominant” shall be the position of a business (with the exception of a financial organization):
- a. whose share in the market of a certain goods item exceeds fifty per cent;
 - b. whose share in the market of a certain goods is less than fifty per cent, if such a business’ dominant position has been established by the relevant antitrust authority proceeding from a stable or insignificantly varying share of that business in the goods market, the relative size of the shares of that goods market belonging to competitors, the possibility of new competitors accessing that goods market, or proceeding from other criteria describing the goods market;
 - c. pursuant to provisions of any applicable legislation in whose territory the Products are sold.
- 1.8 **“Employee”** means the officers, directors and employees of the Company responsible for, within their terms of employment, (i) procurement of certain materials or equipment or (i) sales the Products, and who participate in negotiation with customers, distributors or companies that compete in the same market(s) as the Company.
- 1.9 **“Horizontal Agreement”** means a contract or Agreement (in whatever form) between businesses that compete in the same goods market.
- 1.10 **“Legal and Compliance Officer”** means an Employee of the Company committed to ensuring that the compliance policies (including the Policy) are consistently complied with throughout the Company.
- 1.11 **“Monopoly”** means the status of a goods’ market where demand is met in the absence of competition, which results from abuse of dominant position by a business or agreements entered into or concerted actions taken that are prohibited by applicable antitrust or competition legislation, and from other actions or omission declared to be monopolistic activities by applicable legislation.
- 1.12 **“Representative”** means directors, officers, employees, agents and any other representative of any person.
- 1.13 **“Training”** means regular training (possibly done by the Company’s in-house lawyers or specialists of an internationally recognized law firm with considerable antitrust experience) or review by Employees of the norms, requirements and rules of compliance with applicable antitrust and competition laws.

- 1.14 **“Vertical Agreement”** means a contract or Agreement (in whatever form) between businesses that do not compete between each other, of which one purchases goods or is a prospective purchaser thereof, and the other provides the goods or is a prospective seller thereof.
- 1.15 **“Violation”** means violation or breach of mandatory rules of applicable antitrust and competition laws, including actions aimed at (1) the conclusion of Agreements among competitors/ sellers/ sellers and/or buyers for the purpose of coordinating conditions that oppose Competition (whether in the form of Horizontal or Vertical Agreements), particularly those fixing process, distributing sales markets, clients, etc.; (2) abuse of the Dominant Position in any goods market; (3) creation of Monopolies and/or Cartels that can have a considerable effect of weakened Competition in the relevant market; or (4) other breach of any mandatory rules of applicable antitrust and competition laws.

2. PURPOSE

- 2.1 The Policy establishes the minimum Company’s expectations of risk management and compliance with antitrust and competitions laws and sets out the approach of the Company towards:
- guidance on how to comply with applicable antitrust and competition laws;
 - principles and measures as to how to mitigate the risk associated with or arising from any potential breach of applicable antitrust and competition laws in the jurisdiction of business operations of the Company;
 - consequences of failing to comply with applicable antitrust and competition laws;
 - regular reporting on violation (or risks of such violation) of applicable antitrust and competition laws;
 - regular training of Employees with regard to applicable antitrust and competition laws.
- 2.2 The Company is committed to comply with applicable antitrust and competition law via applying and consulting in its business practices with the Policy.

3. APPLICABILITY

- 3.1 The Company shall apply and incorporate in its business practices the Policy.
- 3.2 Employees shall comply with the Policy and consult in their business practices with the Policy.

II. ANTITRUST COMPLIANCE

4. GENERAL PRINCIPLES

- 4.1 The Company maintains an antitrust policy in order to meet its obligations under the contractual obligations or applicable law.
- 4.2 The Company invests due effort in ensuring that its business and transactions do not involve a breach of the applicable antitrust and competition law.
- 4.3 Employees are regularly informed on the updates in the applicable antitrust and competitions law.
- 4.4 Employees report about any breach or suspect of potential breach of any applicable antitrust and competition laws promptly after they become aware about any such breach or potential breach.
- 4.5 In case of conflict between the above mentioned principles and any business requirements, these principles shall prevail.

5. RELATIONS WITH COMPETITORS

- 5.1 Employees are prohibited from discussing and/or exchanging information on prices, sales volumes, productivity, customers or sales territories with any Competitor or its Representatives competing with the Company in the same market in a manner that lead to or would result in a Violation.
- 5.2 In interacting with Competitors, Employees shall comply in all material respect with applicable antitrust and competition law and observe the following main rules:
- a. Employees shall limit their business meetings and discussions (as well as telephone calls or teleconferences) with Competitors to what is strictly necessary, particularly in the context of business associations and exhibitions.

- b. Employees shall brief their subordinate personnel on the main norms and rules of Competition adopted in applicable jurisdiction before they meet a Competitor.
- c. Employees participating in a meeting with a Competitor shall keep and store records on the content of each meeting with the Competitor, and if necessary (or required by their direct supervisor), provide such records to their direct supervisors or Legal and Compliance Officer.
- d. Employees shall avoid discussing prices, sales volumes, productivity, customers or sales territories with Competitors, in a manner which might result in a Violation.
- e. An Employee shall leave a meeting or discussion (stop or terminate a telephone conversation or teleconference), as soon as a Competitor begins discussing prices, sales volumes, productivity, and/or Competition plans developed for specific customers or specific territories, or other matters with the intention of leading to a Violation.
- f. Employees shall avoid expressions that may be interpreted as a business proposal to fix prices, distribute sales volume, share the market, or customers, or any Violation.
- g. Employees' direct supervisors shall encourage their Employees to promptly report to their supervisors on any relations with Competitors that they consider being improper, and provide simple ways for communicating such messages.

6. RELATIONS WITH CLIENTS

- 6.1 Employees are prohibited from discussing and/or exchanging information on prices, sales volumes, productivity, customers or sales territories with any Client or its Representatives in a manner that lead to or would result in a Violation.
- 6.2 In interacting with Clients, Employees shall comply in all material respect with applicable antitrust and competition laws and observe the following main rules and prohibitions:
 - a. Control of the prices established by the Clients shall be prohibited.
 - b. Discrimination against Clients (banning privileges to individual Clients) without legal grounds shall be prohibited.
 - c. Hindering sales to Clients at the requests of Clients located outside their sales territory shall be prohibited.
 - d. Using market power to cause Clients to refrain from relations with Competitors shall be prohibited.
 - e. Long-term exclusive Agreements, volume rebates and package deals shall be previously analysed (and approved) by the Employee's direct supervisor and the Legal and Compliance Officer.
 - f. Establishing sacrificial prices without obtaining prior advice from the Legal and Compliance Officer as to the presence (or risk of) Violations shall be prohibited.
 - g. In conducting correspondence in writing or oral discussions with Clients, the use of expressions that suggest any influence being exerted on the prices established by the Clients, or the Clients being banned from fulfilling requests from their customers outside their sales territories shall be prohibited.
 - h. The use of expressions that suggest a Dominant Position in the market shall be prohibited. Hard expressions like 'dominant position' and 'market power' might be misinterpreted.

7. REGULAR UPDATES

- 7.1 The Legal and Compliance Officer shall ensure that the Employees are regularly updated on the status of, and changes or developments in the applicable antitrust and competition law.
- 7.2 The update information shall be posted at the Company internal (or corporate) website or be e-mailed with the required updates, materials and documents attached, or provided in concise form by telephone or personal discussion or presentations.

8. NON-COMPLIANCE

- 8.1 Employees shall immediately contact the Legal and Compliance Officer by any possible means of communication in case:

- they suspect a potential breach of the Employee's obligations under the Policy;
- they have breached or are found in a position breaching the applicable antitrust and competition law.

- 8.2 Upon becoming aware about any Violation or breach or suspected potential breach as reported by an Employee pursuant to Clause 8.1 above, the Legal and Compliance Officer shall immediately report thereof to the Company's management.
- 8.3 In case any Employee knowingly or intentionally breaches the applicable antitrust and competition law resulting in a Violation, the Company's management, after consultation with the Legal and Compliance Officer, shall immediately terminate the employment of such Employee, such termination shall be perfected in accordance with applicable labor or corporate rules or regulations.
- 8.4 In case any Employee intentionally breaches the provision of this Policy, the management of the Company, upon consultation with the Legal and Compliance Officer, shall have a right, at its sole discretion (i) to terminate the employment of such breaching Employee or (ii) to impose on such breaching Employee any disciplinary liability measures, to the extent permitted by applicable labor or corporate laws or regulations.
- 8.5 In case the Company is a party to an Agreement and, as a result of either (i) a change in antitrust and competition laws applicable to it or (ii) a change of control of the counterparty to such contract, the existence of such contract contravenes the applicable antitrust and competition law, the management of the Company shall immediately report thereof to the Legal and Compliance Officer.
- 8.6 Upon instructions of the Legal and Compliance Officer the Company being in breach of the applicable antitrust and competition law, as mentioned in Clause 8.5, shall take all necessary steps to address such breach, including steps to suspend, freeze, cancel and/or terminate the relevant Agreement as to ensure that there's no contravention of the applicable antitrust and competition law.
- 8.7 The management of the Company being in breach of the applicable antitrust and competition law, as mentioned in Clause 8.5, confirms to the Legal and Compliance Officer within fifteen (15) Business Days of becoming aware of such contravention that such contravention no longer exists.
- 8.8 As a matter of policy, the Policy shall be brought to the attention of all Employees. Any future Employees shall be informed on the Policy at the time of signing the employment agreement. By signing the employment agreement (or amendments thereof) Employees confirm that they have read, understood and undertake to comply with the Policy.

9. COMPLIANCE REPORTING

- 9.1 The Company shall appoint a qualified individual within its organization (the "**Legal and Compliance Officer**" as designated above) to supervise any activity in relation to compliance with the Policy. If no compliance officer is appointed, a senior sales officer (in case of Competitors) and a senior procurement officer (in case of Clients) of the Company shall take responsibility over these matters. He or she shall regularly issue the compliance certificate (the "**Compliance Certificate**") substantially in the form attached to this Policy in Annex 1 to be addressed to the Company's management bodies verifying the compliance of the Company and its Employees with the Policy and absence of any breach of the applicable antitrust and competition law.

The Compliance Certificate shall be provided on a regular basis, but in any case once per year.

10. TRAINING

- 10.1 The Company shall provide training on the applicability of the Policy to Employees on a regular basis, but at least once in a twelve-months period.
- 10.2 The Legal and Compliance Officer shall determine the content of the training and the relevant Employees who will be required to complete the training.
- 10.3 The Legal and Compliance Officer shall ensure that the relevant Employees complete the training, in accordance with Clause 10.1 hereto.

III. POLICY GOVERNANCE

11. POLICY REVIEW

- 11.1 This Policy shall be reviewed by the Legal and Compliance Officer on a regular basis, but at least semi-annually in order to ensure that the Policy is up to date and reflects all changes to the applicable antitrust and competition laws.
- 11.2 The proposed amendments may be provided via Compliance Certificates to the Legal and Compliance Officer from the Company.

12. IMPLEMENTATION OF THE POLICY

- 12.1 The Legal and Compliance Officer shall be responsible for implementation and incorporating of this Policy into the employee training program and relevant HR policies and standards.

* * *

Form of Compliance Certificate

 (Name of the addressee's unit)

Attn.: _____

(The addressee's position)

Compliance Certificate

Name:	
Company:	
Unit:	
Position:	
Date of violation (if any):	
Which country's antitrust and competition laws was breached:	
Detailed description of the occurrence of the breach of antitrust and competition laws:	
Recommendations (comments):	

 (The Drafter's Position)

 (Name and initials)

(Personal signature)

_____.____.20____