



TITLE: Antitrust / Competition Law Policy			
TYPE: Corporate Policy			
APPROVER: Policy Committee			
SPONSOR: Chief Legal Officer			
HISTORY	EFF. DATE 4/23/2012	REV. No. 6	REV. DATE 9/2/2020

## 1. Purpose

- 1.1. LyondellBasell Industries N.V., its subsidiaries and affiliates over which it has operational control (“LyondellBasell” or the “Company”) and its officers, directors and employees (collectively “Employees”) place the highest value on integrity and ethical conduct. LyondellBasell views compliance with all applicable laws, rules and regulations as the responsibility of all Employees and business partners.
- 1.2. Antitrust / competition law seeks to promote innovation and enhance consumer welfare by bringing new and improved technologies, products and services to consumers at lower prices. This Antitrust / Competition Law policy and related guidelines (the “Policy”) outline the obligations with respect to detecting and preventing unlawful anti-competitive activity.

## 2. Applicability

- 2.1. This Policy applies to all persons and entities acting for or on behalf of LyondellBasell, including but not limited to its Employees. For further guidance on dealing with joint ventures, see the [Guidelines for Dealing with Alliance and Joint Venture Partners](#).
- 2.2. This Policy sets forth some of the more common issues LyondellBasell may encounter with respect to antitrust / competition law in their day-to-day work. It does not, and cannot, address every conceivable circumstance that may result in a violation of applicable antitrust / competition laws and regulations.

## 3. Anti-competitive Agreements

- 3.1. LyondellBasell must avoid any agreements with other companies that unreasonably limit competition. This includes anti-competitive agreements with competitors (horizontal agreements) and with customers, suppliers, or distributors/resellers (vertical agreements). An agreement may be written, oral or an understanding between the parties. If there are any questions about any agreement into which the Company may enter, contact the Legal Department or Compliance Department immediately.
- 3.2. **High risk agreements** that may be found to unlawfully restrict competition by their nature (or “per se”), without regard to whether there was any procompetitive benefit or anticompetitive harm, must be avoided. Examples include agreements that:

- 3.2.1 **Fix Prices:** agreements among competitors (or potential competitors) directly or indirectly to fix, alter, peg, stabilize, standardize, charge additional costs, or otherwise regulate the prices paid by customers. “Price” is defined broadly to include all price-related terms, including discounts, rebates, surcharges, shipping terms, and credit terms.
- 3.2.2 **Allocate customers, territories, markets or products:** agreements among competitors (or potential competitors) to (a) allocate customers, licensees or territories; (b) to refrain from selling a certain product or service; or (c) to adhere to sales quotas for specific customers.
- 3.2.3 **Rig Bids:** agreements among competitors (or potential competitors) on any method by which bids will or will not be determined, submitted, or awarded. This includes: rotating bids, agreements establishing who will bid or not bid to particular customers, and exchanging or advance signaling of prices or other terms of bids. Bids should only be submitted if the Company seeks to compete for and win a particular piece of business.
- 3.2.4 **Restrict or limit production:** agreements among competitors (or potential competitors) to fix, restrict, or limit the amount of product that is produced, sold, or purchased, or the amount or type of services that are provided to customers in order to reduce competition.
- 3.2.5 **Fix wages or limit employment opportunities:** agreements among competitors (or potential competitors) solely to limit competition on terms of employment (which excludes collective bargaining), specifically agreements on employee salaries or other compensation terms and agreements not to solicit or hire each other’s employees.
- 3.3. **Moderate risk agreements** that may lead to antitrust / competition law liability depending on their effects on competition are those agreements that restrict competition but may also result in procompetitive benefits. Antitrust / competition law liability typically depends on whether the procompetitive benefits outweigh the anti-competitive harm. Legal advice should be sought prior to entering into such agreements. Examples include:
- 3.3.1 **Information exchanges:** exchanging information with a competitor on sales, prices, sales terms (*e.g.*, credit terms, rebates), capacity, customers, costs, profit margins, production figures, market strategies, market conditions, salaries, etc.
- 3.3.1.1 **When a competitor is a customer:** exchanging information on prices and other sales terms and conditions of sale with a competitor is permissible when LyondellBasell is attempting to engage in a good faith transaction to buy products or services from, or to sell products or services to, such competitor – in which case the price discussion must be specific and limited to that lawful transaction. (See also [Guidelines for Relations with Competitors](#)).

- 3.3.1.2 **Trade Associations:** exchanging information such as production capacity, costs of production, sales volumes, and inventories with trade associations (e.g., American Chemistry Council and certain other organizations) is permissible if done in a manner consistent with the [Guidelines for Participation in Trade Associations, Standards Setting Organizations, and Benchmarking Studies](#). Similarly, membership in trade association meetings is permissible if done in a manner consistent with these same Guidelines.
- 3.3.1.3 **Pricing Publications:** exchanging information with price reporting publications (e.g., ICIS, IHS or Platts) is permissible if done in a manner consistent with the [Guidelines for Pricing Communications](#).
- 3.3.2 **Group boycotts:** an agreement between competitors not to do business with another competitor, or to use economic leverage against another competitor, may be found illegal as a group boycott or “concerted refusal to deal.”
- 3.3.3 **Tying:** a seller conditions the sale of one product or service (the “tying” good), for which the seller has a dominant or monopoly position, on the customer’s purchase of a second product or service (the “tied” good).
- 3.3.4 **Resale price maintenance (“vertical price-fixing”):** agreements between manufacturers and distributors that set a fixed resale price, either at or above a price floor (minimum resale price maintenance) or at or below a price ceiling (maximum resale price maintenance) may raise serious antitrust / competition law issues and therefore should be managed in a manner consistent with the [Guidelines for Resale Price Maintenance in Agreements with Distributors and Resellers/Traders](#).
- 3.3.5 **Exclusive dealing:** agreements between a buyer and seller to buy or sell exclusively from each other with the purpose or effect of lessening competition.
- 3.3.6 **Price discrimination:** agreements to sell the same product (typically commodity products) at different prices to two customers causing injury to competition. Defenses include meeting competition and volume-based discounts, as long as they are available generally.
- 3.3.7 **Joint procurement:** agreements between competitors to combine two or more procurement actions into a single procurement action.

#### 4. Abuse of Dominance or Monopolistic Practices

- 4.1. **Dominance or monopoly,** occurs when a company has the ability to act independently of its competitors, customers and suppliers in a relevant economic market and is permissible when obtained through superior products, services or business acumen or other form of competitive advantage.

- 4.2. **“Abuse of dominance” (EU) or “Monopolistic” (US) practices:** occurs when a company unlawfully obtains, attempts to obtain, or maintains *monopoly power* in a relevant economic market by means of anticompetitive practices, including unfair predatory or exclusionary means.
- 4.3. LyondellBasell must avoid activities that could be deemed an abuse of dominance or monopolistic, including:
  - 4.3.1 Selling below cost to drive rivals out of a relevant economic market.
  - 4.3.2 Engaging in tying or exclusive dealing contracts to deny competitors access to a relevant economic market.
- 4.4. If there are any questions about the Company’s activities from a dominance or monopolistic perspective, contact the Legal Department or Compliance Department immediately.

## 5. Mergers, Acquisitions and Joint Ventures

- 5.1. All potential acquisitions, mergers, or joint ventures should be brought to the attention of the Legal Department or Compliance Department so that the Compliance due diligence can be undertaken prior to merging with, or acquiring, a third party business entity. (See [Compliance Due Diligence Policy for Mergers and Acquisitions](#), and [Delegations of Authorities](#), Section 13.1).
- 5.2. With respect to joint ventures, interactions with the Company’s joint venture partners need to be conducted in a manner consistent with the [Guidelines for Dealing with Alliance and Joint Venture Partners](#).

## 6. Requests by Enforcement Authorities

- 6.1. Government enforcement authorities around the globe can compel the Company to provide information on particular agreements, markets or mergers and acquisitions.
- 6.2. The Company must cooperate with every such reasonable government request for information concerning Company operations in connection with antitrust investigations.
- 6.3. If you are contacted by a representative of a government agency (e.g., the European Commission or U.S. Department of Justice or U.S. Federal Trade Commission or other antitrust / competition law regulators), with a request for information or documents, you must refer the request to the Legal Department or Compliance Department immediately. This applies to oral as well as written requests, even if the request is said to be “informal” or “off the record.”
- 6.4. If representatives of a government agency, including law enforcement officials, arrive at the Company’s premises, to conduct an on-the-spot investigation, you must contact the Key Dawn Raid Team. (See also [Guidelines for Dealing with Dawn Raids](#).)

- 6.5. Do not destroy any documents that have been requested by a subpoena or that are relevant to a pending regulatory or criminal proceeding or investigation. All employees must strictly comply with any instruction by the company to preserve documents related to a lawsuit or government investigation.

## 7. Disciplinary Action

- 7.1. Violations of this Policy may result in disciplinary action up to and including termination from employment.

## 8. Guidelines Supporting this Policy

- 8.1. A number of Company Guidelines are available to provide direction with respect to specific activities that may invoke antitrust issues. These Guidelines outline the obligations of Employees with respect to detecting and preventing unlawful anti-competitive activity in the context of particular activities or circumstances. Employees shall closely consult them in the context of the activities referred to in the individual Guidelines and can be found on <Elements> under <Departments> in <Compliance> under <Compliance Policies> and <Antitrust/Competition Law Policy>. The Guidelines include:

8.1.1 [GUIDELINES FOR ANTITRUST AND INTELLECTUAL PROPERTY](#)

8.1.2 [GUIDELINES FOR DEALING WITH ALLIANCE AND JOINT VENTURE PARTNERS](#)

8.1.3 [GUIDELINES FOR DEALING WITH DAWN RAIDS](#)

8.1.4 [GUIDELINES FOR PARTICIPATION IN TRADE ASSOCIATIONS, STANDARDS SETTING ORGANIZATIONS, AND BENCHMARKING STUDIES](#)

8.1.5 [GUIDELINES FOR PRICING COMMUNICATIONS](#)

8.1.6 [GUIDELINES FOR RELATIONS WITH COMPETITORS](#)

8.1.7 [GUIDELINES FOR TRANSACTIONS WITH A COMPETITOR IN WHICH LYB IS A BUYER OR SELLER](#)

8.1.8 [GUIDELINES FOR RESALE PRICE MAINTENANCE IN AGREEMENTS WITH DISTRIBUTORS AND RESELLERS/TRADERS](#)