

SCHEDULE 12

Competition Law Guidelines concerning the Exchange of Commercially Sensitive Information

PURPOSE OF GUIDELINES

Competition law seeks to ensure that competitors determine their strategies independently. Agreements between companies that distort the competition infringe competition law and can lead to significant penalties imposed on the companies and individuals involved. In certain circumstances, the violation of competition law also leads to criminal sanctions for individuals.

Exchange of certain types of information between competitors could lead to the alignment of their commercial behavior, reducing competition between them, and be considered as a violation of competition law. While joint ventures can bring about significant efficiency gains, they can also provide a forum for the exchange of commercially sensitive information between the JV partners.

In order to observe the above principles in operating the JVC, the Parties have put in place these Competition Law Guidelines (the “**Guidelines**”). The Guidelines aim to ensure that the Parties and their employees, as well as the employees of the JVC, act in full compliance with competition law and no information will be exchanged in a manner which would be contrary to competition law. The Parties and the JVC shall also ensure that any sub-contractor is fully informed of the requirements set forth below and will equally comply with them.

The Guidelines shall be provided by the Parties to each employee of the JVC. The Parties will ensure that all employees of the JVC shall confirm his/her understanding of the Guidelines and accept the obligation to adhere to them by signing the compliance statement provided in the Guidelines.

GUIDELINES

Hino and TRATON continue to be, and must act as, competitors even in the framework of their strategic cooperation. Their cooperation in procurement in the upstream markets (purchasing of components) should not lead to restriction of competition in the downstream markets (e.g., sales of trucks and buses, servicing, sales of spare parts, etc.).

The cooperation within the framework of the JVC implies a certain degree of exchange of **Confidential Information** between the Parties and the JVC. Particular attention should be paid if Confidential Information includes **Commercially Sensitive Information** as an exchange of this type of information can be considered, as such, an infringement of competition law by the competition authorities.

Confidential Information means any information disclosed, either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment), or in electronic data (including, without limitation, the data recorded in electronic or magnetic storage formula) that is designated as “Confidential”, “Proprietary”, or some similar designation, or that is confidential by reason of its obvious nature.

Commercially Sensitive Information is any information that a party would not want to share with its competitors and reduces strategic uncertainty in the market. Examples include specific information on pricing, margins, volumes, input costs and capacity in the market. Also included is any specific information about customers, current or future product development plans, and proprietary information that a party would not want to share with its competitors including trade secrets, knowhow, technological innovation and other intellectual property.

While the cooperation within the framework of the JVC implies a certain degree of exchange of information between the Parties and the JVC, the following principles should be respected:

- Only JVC employees can have adequate access to certain Confidential Information of the Parties in order to fulfill the JVC’s tasks. Access to such information should be strictly limited to what is absolutely necessary for the operation of the JVC. Commercially Sensitive Information that is not necessary for the operation of the JVC (e.g., pricing, margins of the Parties in the downstream markets) should in any case not be disclosed by the Parties to the JVC. In order to keep track of the documents disclosed by the Parties to the JVC, such documents should be labelled “**Confidential [Hino or TRATON] information**” and filed in separate folders for each Party.
- Confidential Information and Commercially Sensitive Information disclosed by a Party to the JVC should not be disclosed to the other Party by the JVC in any way,

including by way of its sourcing recommendations to the Parties. The recommendations should be specific to each Party and shall not include Confidential Information or Commercially Sensitive Information of the Party which is not the addressee of the recommendations.

- Both the JVC and the disclosing Party shall keep separate folders for all information exchanged between the Parties and the JVC. Adequate access restrictions shall be taken in respect of each folder in the event of shared folders between the JVC and the Parties.
- Each Party will make its own sourcing decisions and enter into contracts with the supplier(s) separately, at its sole discretion. Each Party can communicate to the JVC for record purposes if it followed the recommendations made by the JVC. This information will be considered Commercially Sensitive Information.
- When in doubt as to the compatibility of the information to be disclosed with the Guidelines, in-house counsel or legal department of the disclosing Party should be consulted for further guidance.
- In case any Confidential Information or Commercially Sensitive Information of a Party has been disclosed (inadvertently or otherwise) to the other Party contrary to the Guidelines, the receiving Party shall immediately inform the JVC and disclosing Party. The information shall be returned immediately to the disclosing Party or deleted and confirmation of this action shall be kept in record. Any employee which will have received the information will undertake not to use the information or share it with any other person.
- Upon termination of the JVC, all Confidential Information disclosed by either Party to the JVC must be promptly returned to the Disclosing Party or totally destroyed by the JVC upon the disclosing Party's written request. All Confidential Information of the JVC developed or obtained based on the Confidential Information disclosed by either Party must be totally destroyed.

With respect to the meetings and conference calls between the Parties and the JVC or one of the Parties and the JVC, the following principles should be respected:

- Prior to any meeting or conference call, an agenda must be circulated to all those attending the meeting and to in-house counsel or legal department of each attending Party.
- Only information supervised and approved by in-house counsel or legal department of each attending Party will be permitted to be discussed at meetings and/or conference calls.
- A short record of all meetings and/or conference calls will be written down (the “Meeting Minutes”). The Meeting Minutes should contain the following in all instances:
 1. The date and time of the meeting/conference call;
 2. The individuals who attended;
 3. The subject of the meeting/conference call;
 4. Any decision adopted; and
 5. Identify any Confidential or Commercially Sensitive Information.
- If a participant finds the discussion at any meeting/conference call raises competition law concerns with regard to the Guidelines, such participant should stop its participation in the meeting/conference call and seek the advice of in-house counsel or legal department.

The JVC and its employees are prohibited from taking any actions, which would be in violation of Russian law and outside the scope of the joint venture activity as approved by the Federal Antimonopoly Service of Russia, and restrict independency of market participants (the Parties and potential suppliers, their groups of persons and affiliated persons) in any way by coordinating their behavior, if such actions lead to price fixing, bid-rigging, market allocation, limitation of output, boycott of particular market participants, resale price maintenance, or an obligation taken by buyers not to sell competing products.

Compliance statement

I, _____, an employee of HINO & TRATON Global Procurement GmbH, confirm the following:

- 1) I understand that Hino and TRATON (the “**Parties**”) established HINO & TRATON Global Procurement GmbH for the purpose of identifying joint procurement opportunities, enabling the Parties and their suppliers to efficiently develop and manufacture high quality and innovative products. I understand that as an employee of HINO & TRATON Global Procurement GmbH, I may have access to Confidential Information (as defined in the Guidelines) supplied by the Parties, including Commercially Sensitive Information (as defined in the Guidelines).
- 2) I have read and understood the Guidelines.
- 3) I understand that all persons engaged in the operation of HINO & TRATON Global Procurement GmbH are requested to act so that the competition rules are at all times fully respected and the JVC shall not serve as a forum for the exchange of Commercially Sensitive Information between the JV partners.
- 4) I further understand that exchange of certain information among the Parties could bear the risk of having possible effect of restricting competition on the market and amount to an infringement of applicable competition law. I therefore agree to adhere to the Guidelines and shall only use any information in line with the Guidelines for the purposes of the work carried out for HINO & TRATON Global Procurement GmbH.