

Last Revised: February 13, 2018

BLUETOOTH SIG, INC.
Rules Regarding Antitrust Compliance

Bluetooth SIG, Inc. ("Bluetooth SIG") has adopted Bylaws unequivocally "supporting the policy of competition served by the antitrust laws" and stating that it "uncompromisingly intends to comply with such laws."

The Bylaws further commit Bluetooth SIG to not taking "any action that would tend to restrain competition among and between such members in violation of the antitrust laws."

With these considerations in mind, and in furtherance of its commitment to and respect for adherence to the antitrust laws of the United States and any other nations where members are domiciled or conduct their business, Bluetooth SIG hereby issues the following Rules for its members and their representatives in connection with their activities as participants in the work of Bluetooth SIG. The Rules are designed as a cautionary measure to avoid antitrust issues before they arise and, therefore, may go beyond what is strictly required under the law. Although there may be exceptions to some aspects of the Rules, approval must be obtained from Bluetooth SIG's legal counsel before undertaking activities that vary from the Rules.

1. Neither Bluetooth SIG nor any committee, conference, or activity of Bluetooth SIG 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 restrain trade, including any agreement as to prices, territorial or customer allocation, or any boycotts or refusals to deal.
2. The following topics should not be discussed in meetings or communications involving personnel from companies who are actual or potential competitors:
 - prices;
 - terms or conditions of purchases or sales;
 - volume of production;
 - territories;
 - customers;
 - credit terms;
 - current or future business plans relating to any competitive issue, including sales, marketing, or distribution and any other matters as to which members compete;
 - any issue unrelated to Bluetooth (e.g., pertaining only to individual members); or
 - any matter that would have the purpose or effect of excluding competitors of companies participating in Bluetooth.
3. No activity or communication of Bluetooth SIG, or any of its members or their representatives, shall include any discussion which might be construed as an agreement

or understanding to refrain, or to encourage a member to refrain, from purchasing or licensing any raw materials, equipment, services, intellectual property, or other supplies from any supplier or from dealing with any supplier.

4. No Bluetooth SIG activity or communication, nor any involvement in connection with a Bluetooth SIG activity by any of its members or their representatives, shall include any discussion that might be construed as an attempt (a) to prevent any person or business entity from gaining access to any market or customer for goods or services, or (b) to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
5. The qualifications for membership in Bluetooth SIG are set forth in the Certificate of Incorporation and in the Bylaws of Bluetooth SIG. No applicant for membership, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose.
6. Bluetooth SIG shall not compel or coerce any member into making a product. Bluetooth SIG has developed specifications and its members have entered into cross-licensing agreements for the necessary claims of patents to implement those specifications. Bluetooth SIG shall not compel any member to manufacture or implement any product that utilizes the technology of any members.
7. Neither Bluetooth SIG nor any of its members or groups of members shall 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 services not conforming to a specified standard.
8. To the extent that members of Bluetooth SIG, implement, develop, or approve specifications which, if followed, will permit specific equipment and services to interoperate with any other equipment, service, or network, use of those specifications with respect to products shall be voluntary on the part of the members of Bluetooth SIG and members shall in no way be compelled, directed, or coerced by Bluetooth SIG or any member or a group of members. It is solely a voluntary decision on the part of each member of Bluetooth SIG as to whether to make products utilizing those specifications.
9. The specifications which may be developed or approved by Bluetooth SIG in order to effectuate the purposes of Bluetooth SIG as set forth in its Certificate of Incorporation and Bylaws shall be based upon technical considerations and upon the merits of objective judgments and thorough procedures. Specifications shall in no way be based upon any effort, intention or purpose of any of its members to reduce or eliminate competition in the sale, supply, or furnishing of products and services.
10. To the extent that the purposes of Bluetooth SIG, as set forth in its Certificate of Incorporation and Bylaws, require joint research and development by two or more members or representatives of members, that joint research and development for Bluetooth SIG shall exclude the following activities:
 - the exchange of information among competitors relating to costs, sales, profitability, prices, marketing, or distribution of any product, process, or service that is not required to conduct the research and development; and

- any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any member of Bluetooth SIG of any product, process, or service, other than the legally approved commercial exploitation or marketing of proprietary information developed through that joint research and development, such as patents and trade secrets.
11. Bluetooth SIG is not responsible for and shall not engage in:
 - Identifying patents or patent applications to which a license may be required to implement any standard or specification; or
 - Determining the validity, essentiality, or interpretation of any claim in a patent or patent application.
 12. Members may not discuss patents in connection with any Bluetooth SIG activities. Bluetooth SIG activities are activities engaged in by a member in its capacity as a member, including the development of Bluetooth specifications and participating in committees and working, study, expert, and other member groups within the SIG.
 13. Each member, and any new member, of Bluetooth SIG shall be supplied with a copy of these Rules and agrees to abide by them.
 14. At each meeting of Bluetooth SIG members (e.g., committees or working, study, expert or other groups) the chair or the chair's delegate must, at the beginning of each meeting, present (orally or by visual presentation) the slide below and record in the meeting minutes that the slide was presented:

Bluetooth SIG - MEETING GUIDELINES Effective Date: February 13, 2018

Members are reminded that this meeting and all actions by Members shall be conducted in compliance with all applicable laws and Bluetooth SIG policies, including the Rules Regarding Antitrust Compliance, Confidentiality Policy, and Code of Conduct. Copies are available at: <https://www.bluetooth.com/sig-policies>

- **Do not discuss pricing:** including prices; terms or conditions of purchases or sales; volume of production; territories; customers; credit terms; current or future business plans relating to any competitive issue, including sales, marketing, or distribution and any other matters as to which members compete; any issue unrelated to Bluetooth SIG; or any matter that would have the primary purpose of excluding competitors of companies participating in Bluetooth.
- **Do not discuss boycotts:** anything that might be construed as an agreement or understanding to refrain, or to encourage a member to refrain, from purchasing or licensing any raw materials, equipment, intellectual property, services, or other supplies from any supplier or from dealing with any supplier.
- **Do not discuss markets access:** anything 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.
- **Do not discuss patents:** including discussion of member or third-party patents in connection with any Bluetooth SIG activities. SIG activities are activities engaged in by a member in its capacity as a member, including the development of Bluetooth specifications and participating in committees and working, study, expert, and other member groups within the SIG.
- **Do not remain silent if inappropriate topics are discussed! You must formally object.**

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