



## ANTITRUST POLICY

The National Propane Gas Association (NPGA) has throughout its existence followed a rigorous program of compliance with federal and state antitrust statutes. This policy statement provides a reference for members of NPGA and others who attend NPGA functions.

NPGA's policy is motivated by a firm respect and belief in the antitrust laws and the free-market philosophy underlying these laws as well as by recognition of the potentially severe detrimental consequences of antitrust violations. Our aim is to conduct ourselves in such a way as to avoid any potential for antitrust exposure in the first instance.

Violations of the antitrust laws can be serious criminal or civil legal violations, punishable by jail terms and substantial monetary fines, as well as treble damage civil penalties. NPGA is committed to full and strict compliance with the antitrust laws. Full compliance with the antitrust laws is a requirement for NPGA membership, and responsibility for compliance rests with each member.

### **Subjects which may not be discussed**

To comply with the antitrust laws, competitors should not discuss certain subjects when they are together — whether at formal meetings or during informal contacts with other industry members. Topics to avoid discussing with competitors include: prices, price trends, timing of price changes, costs of common inputs, margins, terms of sale, discounts and rebates, promotional programs, inventory levels, production levels, capacities, new projects, and the like. Certain aggregated and anonymized data may permissibly be disseminated, as well as any data available in the public domain, but any such NPGA programs or discussions must be reviewed in advance by NPGA legal counsel.

While discussions about the costs and benefits of proposed government regulatory or standards changes are a legitimate activity of NPGA, any discussion that leads to an agreement as to price among competitors is a "*per se*" violation of the antitrust laws. Members must always exercise caution to avoid discussions or exchanges of information with their competitors on prices or pricing at NPGA meetings because such discussions or information exchanges may give rise to inferences of agreement.

Any agreement not to compete among business firms is also a "*per se*" violation of the antitrust laws. Thus, no discussion of division of territories or customers, or limitation on nature of business, may be held at any NPGA function.

Joint refusals to deal (boycotts), including discussions of blacklists, are likewise unlawful "*per se*", and no discussions related to these practices are permitted.

### **Meetings**

These standards apply to all Board, Executive Committee, committee, and all other meetings sponsored by NPGA and all meetings attended by NPGA members in that capacity. During meetings, participants should conduct themselves as though the meetings were open to the public.

In the case of NPGA-sponsored meetings, NPGA staff will be available or in attendance at all times. The NPGA President, Vice President, or legal counsel may direct that certain meetings be attended by legal counsel.

If counsel announces that a particular question, statement, or discussion during a meeting borders on an area of antitrust sensitivity, the discussion will end immediately. If anyone in attendance at a NPGA meeting has a question about whether a discussion is proper, the question should be raised immediately, and counsel will determine whether the discussion should be terminated. If counsel is not present, the attendee shall request the Vice President or President to end the discussion until legal advice can be obtained; if the discussion is not ended, the attendee should leave the meeting.

## Summary of Antitrust Dos and Don'ts

To assist in your compliance with this Policy Statement, the following are some of the most critical “Do’s and Don’ts” for antitrust compliance:

### DON'TS:

- **DON'T** discuss prices, fees or rates, or features that can impact (raise, lower, or stabilize) prices such as discounts, costs, salaries, terms and conditions of sale, warranties, or profit margins.
- **DON'T** share data concerning fees, prices, production, sales, bids, costs, salaries, customer credit, or other business practices unless the exchange is made pursuant to a well-considered plan that has been approved by NPGA’s legal counsel.
- **DON'T** agree with competitors as to uniform terms of sale, warranties, or contract provisions.
- **DON'T** agree with competitors as to restrictions on production or other output.
- **DON'T** agree with competitors to divide customers, markets, or territories.
- **DON'T** agree with competitors not to deal with certain suppliers, customers, or others.
- **DON'T** try to prevent a supplier from selling to your competitor(s).
- **DON'T** discuss your customers with your competitors.
- **DON'T** discuss employee wages or agree not to solicit or hire another company’s employees.
- **DON'T** agree to any association membership restrictions, standard-setting, certification, accreditation, or self-regulation programs without consultation and approval by NPGA’s legal counsel.

### DOS:

- **DO** insist that NPGA meetings have agendas that are circulated in advance and that minutes of all meetings properly reflect the actions taken at the meeting.
- **DO** leave any meeting (formal or informal) where improper subjects are being or will be discussed. Tell everyone why you are leaving.
- **DO** ensure that only NPGA staff sends out all written and electronic correspondence on behalf of NPGA and that NPGA’s officers, directors, committee members, or other members do not hold themselves out as speaking or acting with the authority of NPGA unless they do, in fact, have such authority.
- **DO** seek legal advice from your own counsel or from NPGA’s legal counsel if you have questions regarding the antitrust laws or your responsibilities under these laws.

**UPDATED: May 2023**