Elekta Competition
Compliance Policy

What’s permissable
– what’s not?
Purposes
This Competition Compliance Policy (“Policy”) sets out Elekta’s policy of competing vigorously and fairly in compliance with competition laws. The Policy is designed to enhance and provide further guidance to the standards of conduct regarding anti-competitive behaviour as set out in the Elekta Code of Conduct.

Scope
This Policy is applicable to all Elekta Group companies and Elekta employees.

Responsibility
It is the responsibility of each Elekta employee to know and understand this Policy. The managing director of each legal entity within the Elekta Group shall have the ultimate responsibility to ensure that all Elekta Professionals are made aware of this Policy and its contents and that it is fully implemented.

Definitions
- Business Representatives are defined as all Elekta distributors, agents and service partners.
- Elekta Group is defined as Elekta AB and any direct or indirect subsidiaries thereof.
- Elekta employees includes consultants and temporary workforce.


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Elekta has a policy of zero tolerance of anti-competitive practices.

We compete vigorously and fairly.

The term “agreement” has a very wide meaning and includes formal as well as informal agreements, written and oral agreements, explicit or implicit deals or understandings. As soon as there is a “meeting of the minds” an agreement exists.

Where a “meeting of the minds” has not yet been reached, conduct can still fall within the scope of “concerted practices”. That could mean an informal cooperation without any agreement, but where there is evidence of contact between the parties and the contact has changed or is intended to change the parties’ market behavior.

Competition law applies to agreements between companies. It applies to agreements entered into between competitors (sometimes known as “horizontal agreements”) and agreements entered into between a company and its suppliers, customers, distributors or other companies operating at different levels of the production or distribution chain (sometimes known as “vertical agreements”). Many agreements between competitors are illegal, which means that they are so clearly harmful to competition that they cannot be justified. Examples include competitors agreeing to fix prices, divide territories, allocate customers, jointly boycott customers or suppliers, limit production or engage in bid rigging.

These practices may be referred to as cartels. Actions taken in one country may have an impact in others: certain actions can therefore be subject to laws of various countries. For example, a US company and a Russian company whose conduct affects the EU territory will be subject to and regulated by the EU competition legislation.

THE COST OF BREAKING THE LAW

The consequences of breaking competition laws can be very serious, both for the company and for any employee whose conduct is the basis of the violation. The following are typical of the penalties that can be incurred.

Fines: Companies that break competition rules may face significant fines. A violation of the EU competition rules can result in fines of up to 10% of a company’s global turnover. In the US and various countries in the Asia Pacific region, a violation of the competition rules is a crime and prosecutors frequently seek substantial fines from companies.

Criminal risk: In many countries a company’s executives and employees involved in illegal anti-competitive practices can be prosecuted. The US Justice Department actively seeks to enforce criminal penalties even against foreign nationals for activities outside the US that impact US commerce.

Civil liability: Companies may also be sued by injured parties for damages resulting from infringement of the competition rules.

Contractual risk: Anti-competitive terms in a contract can lead to the offending clause or even the whole agreement being deemed void, which may make any infringing contract with a customer, supplier or competitor unenforceable.

In addition to these penalties, the cost of defending a competition claim or investigations by the authorities can be huge and may result in serious disruption to a company’s business.

These cases or investigations can also seriously impact the image and reputation of a company and the share price may also be significantly affected.

“All employees are personally responsible for applying this Policy throughout the Elekta Group at all times.”
What’s permissible – what’s not?

HERE ARE SOME POTENTIAL RISK AREAS for Anti Competitive behavior which we have categorised as Red Flag matters, Amber Flag matters and Green Flag matters. These lists are not definitive and you should contact Elekta’s legal department if you believe that you are involved in a matter that it is not expressly covered in this section.

This advice has been divided into particular areas. Many of the principles will relate to more than one of these headings so all employees must ensure they have read the entire Policy and not just those sections they assume relate to them.

RED FLAG matters are those which will in most countries be considered illegal and therefore not permitted.

AMBER FLAG matters are those that may be considered illegal in certain situations and/or in certain jurisdictions. No Elekta employee may perform or participate in an Amber Flag matter without having first sought advice and approval from Elekta’s legal department.

GREEN FLAG matters are those which are generally permitted. Nevertheless, seek advice from Elekta’s legal department if you have any doubts in a given case.
AGREEMENTS WITH COMPETITORS

Illegal agreements between competitors or cartels have traditionally been regarded as one of the most flagrant breaches of competition laws and competition authorities will always be suspicious about the real intentions for competitors to meet or hold discussions. The underlying principle is that all business decisions should be made on the basis of independent judgement and not on the basis of direct or indirect agreements or consensus between competitors.

However, not all agreements with competitors are illegal. Agreements with competitors that do not restrict competition are legal but should sometimes be notified to relevant competition authorities. Therefore, you should consult Elekta’s legal department before entering into an agreement with one of our competitors, in order to verify that any such planned agreement is legal. In addition, you should consult with Elekta’s legal department before meeting with a competitor in situations where you may have doubt as to the legality of such contacts.

1. Dealings with competitors

Our company has a history of working relationships with our competitors, mostly due to the willingness in the industry to have interoperability between products. When done properly, these relationships bring great advantages to Elekta customers and the patients they treat but it is critical that all dealings with competitors are performed correctly and in accordance with the principles below. However, alarm bells should ring whenever you are dealing with a competitor. In principle, any discussions and/or agreements between competitors are strictly prohibited where they pertain to the following subjects:

- **Prices**
  Any agreement between competitors that affects price is illegal. A simple exchange of information in this area, even if it relates to the prices actually quoted on the market, may create a presumption of a cartel agreement.

- **Market sharing**
  Any agreement between competitors to share markets is illegal.

- **Allocation or restriction of customers**
  Any allocation of customers or certain customer categories between competitors is illegal. Commitments among competitors to sell or refrain from selling (including “bid rigging”) to a customer or a particular customer category are also prohibited.

- **Agreements to limit production or capacity**
  Any agreement between competitors which limits production, capacity or output is illegal. Commitments to comply with production or capacity levels are also prohibited.

- **Exchange of Information**
  In general, it is illegal for competing companies to exchange information that may influence the independent determination of their commercial policies, such as information regarding sales quantities, prices, cost structure, discounts and other trading conditions or information relating to their individual customers and/or suppliers.

- **Meetings with competitors**
  Meetings with competitors should only occur for legitimate reasons and only where strictly necessary, for example to discuss product recalls. The provisions in section 5.7 of this Policy relating to conduct in meetings must be applied.
**PRICE FIXING AND PRICING ARRANGEMENTS**
Agreeing with one or more competitors the price at which any or all of you will sell to third parties.
Agreeing discounts, rebates, credit terms, pricing methods or the timing of price increases with a competitor.
Agreeing to adhere to published price lists, or not to quote a price without consulting competitors first.
Agreeing with a competitor not to charge less than any other price in the market for comparable goods and/or services.
Contacting a competitor to ask whether, if Elekta were to change its prices, the competitor would do the same.
Making an announcement of price changes in advance of the effective date of the change and retracting it if competitor(s) do not also change prices.

**DIVISION OF MARKETS, TERRITORIES AND/OR CUSTOMERS**
Making an arrangement or acting with a competitor in such a way as to allocate sales, territory, customers or products between Elekta and the competitor.
Agreeing not to compete with a competitor in certain territories and/or during certain period(s) of time.
Dividing up different projects between Elekta and its competitor(s), for example agreeing to bid for different contracts.
Warning a competitor or new market entrant to “stay off Elekta’s patch.”
Having discussions or making plans with a competitor to keep a new arrival out of the market.

**BID RIGGING**
Agreeing with competitors as to who will bid/hot bid for a particular tender.
Discussing prices with competitors prior to tendering or during tenders.
Agreements or understandings between competitors regarding prices or terms and conditions to be submitted in response to a bid request. This would include an agreement not to bid.

**TRADING CONDITIONS**
Agreeing with competitors the terms and conditions by which goods and/or services are to be supplied to third parties.

**BOYCOTT**
Agreeing with one or more competitors not to sell to or buy from a particular customer or supplier, or class thereof.

**BUYER’S POWER**
Agreements between Elekta buyers and buyers at an Elekta competitor to fix prices or other terms relating to a mutual supplier.
Agreements between buyers to deal only with certain suppliers.
Discussing with a competitor the prices of key raw materials that are purchased by both Elekta and that competitor.
Discussing a supply arrangement with a competitor in order to get a feel for selling prices in the market.

**LIMITATION OF PRODUCTION**
Agreeing with one or more competitors to stop production or limit production to a certain level, rather than allowing normal competitive forces to determine independent production decisions.

**EXCHANGE OF INFORMATION**
Exchanging information with a competitor or competitors regarding prices or terms and conditions that Elekta and/or the competitor is aware of or should be aware of in the normal course of business.
Using standard conditions produced by a trade association provided that these do not relate to price and there is no agreement or understanding that members will use the conditions. Members must be free to make a choice.

**INVESTMENTS/MARKET ENTRY**
Agreements with competitors to limit or control investments.
Discussing with a competitor possible investments that Elekta and/or the competitor is considering making in a particular country.

**COOPERATION AGREEMENTS**
Agreements with a competitor to sell or purchase certain items from the competitor.
Agreements between competitors to jointly sell or purchase certain items from the competitor.
Agreements between competitors to jointly sell, distribute or promote products, where such agreement limits the individual participants in their freedom to determine their own commercial policy and/or to advertise individually.

**JOINT BIDDING**
Bidding for contracts jointly or in a consortium with one or more competitors where none of the competitors could fulfill the contract requirements alone.

**JOINT PURCHASING**
Agreements with competitors to create a joint purchasing consortium or pool.
Increasing leverage over a supplier of non-key items by purchasing them jointly with a competitor.

**TRADING CONDITIONS**
Using standard conditions produced by a trade association provided that these do not relate to price and there is no agreement or understanding that members will use the conditions. Members must be free to make a choice.

**LIMITATION OF PRODUCTION**
Making changes to production levels based on actual or forecasted demand that has not been discussed with competitors.

**EXCHANGE OF INFORMATION**
Exchange of publicly available information.
Benchmarking exercises and/or general statistical information if carried out by an independent third party.
Exchange of historic information on total output and sales within the industry provided it cannot influence future competitive market behavior and provided that it is not possible to identify the participants.
Obtaining information on competitors’ sales and prices from publicly available sources such as the media but not from customers or trade associations.
AGREEMENTS WITH CUSTOMERS, SUPPLIERS AND BUSINESS REPRESENTATIVES
Unlike agreements with competitors, many agreements with customers, suppliers and business representatives are necessary and entirely appropriate in the course of Elekta’s day-to-day business. However care needs to be taken with regard to the following situations.

2. Dealings with customers

Resale price maintenance
Just as it is illegal for competitors to conclude price fixing arrangements, so competition rules in most countries prohibit resale price maintenance between a supplier and its customers or distributors. Elekta must not set the resale prices to be charged by a business representative.

Price discrimination
This is where identical or largely similar goods or services are transacted at different prices to different customers. It is a very complex area of competition law and one that is dealt with differently in different countries.

Restriction on resale or use
Elekta cannot totally prevent or otherwise hinder business representatives located in countries in the European Union from exporting to, or importing Elekta products from, other EU countries. This includes indirect methods of preventing exports/imports.

Exclusivity
When considering entering into agreements to buy exclusively from one source or to supply exclusively to one customer (exclusive distribution, purchase, franchise or license agreements) advice should be sought from the Elekta legal team as this may raise competition law issues.

There are some types of conduct that would otherwise be accepted as legitimate but may be considered anticompetitive when performed by a dominant company. These are considered under Dominance in section 5.5 below. Particular care should be paid to any vertical relationship in a market where Elekta has high market shares.

Price
Agreeing with a customer that you will not sell to anyone else at a lower price.

Refusal to deal
Refusal to deal with a certain customer without a justifiable reason.

Refusal to supply spare parts to a third party, including a third party who offers a competitive services offering, unless this is justified for example, on regulatory or safety grounds or to maintain safe use/servicing of the product.

Restrictions on use
Elekta representatives may not impose restrictions on a customer’s use of a product, unless this is justified on regulatory or safety grounds, or to maintain safe use of the product.

Restrictions on use
Agreements with a competitor to sell or purchase certain items from the competitor.

Agreements between competitors to jointly sell, distribute or promote products, where such agreement limits the individual participants in their freedom to determine their own commercial policy and/or to advertise individually.

A swap arrangement with a competitor, for example where Elekta agrees to service a competitor’s machine on a reciprocal basis.

Long term supply
Long-term exclusive supply agreements (of more than 5 years’ duration).

Agreements which require the customer to inform Elekta of better offers and prevent the customer from accepting an offer unless Elekta chooses not to match it.

Offering customers discounts related to the volume of their individual order (but see Dominance section 5.5 for potential restrictions on this).

Refusing to deal
Making an independent decision not to deal with a certain party on credit due to justifiable concerns about creditworthiness.

Restrictions on use
Restrictions around clinical use of an unreleased product.
3. Dealings with suppliers

The following principles must be adhered to both during the appointment of a Supplier and during the ongoing management of that relationship. If Elekta intends to set up an arrangement by which it acts as the distributor of the supplier’s products then you must first contact the local Elekta lawyer as this area raises many complex issues from a Competition Law perspective.

**PRICE AGREEMENT**

Agreeing resale prices with a supplier where Elekta is acting as the distributor or reseller of the supplier’s products.*

*Possibly not a red flag issue in the US so advice should be sought from local lawyers.

**EXCLUSIVE SUPPLY AGREEMENTS**

Requiring the supplier to deal exclusively with Elekta (i.e., not to supply a competitor).

**COMPETITION CLAUSE**

Provisions forbidding a supplier from manufacturing or selling competing products beyond the duration of the supply agreement.

4. Dealings with business representatives

The following principles must be adhered to both during the appointment of a business representative, such as a distributor, and during the ongoing management of that relationship. In addition all conduct between Elekta and a business representative must comply with the Elekta policies relating to ‘Appointing and Managing Representatives’ and anti-corporation.

Appointing and working with business representatives raises many complex issues from a competition law perspective. They can also be very specific to the country in which Elekta and the business representative are operating. Therefore if you work with a business representative or intend to appoint a new one please consult with your local Elekta lawyer to understand and remove any competition law issues this may raise.

Additional restrictions may apply to Elekta’s relationships with business representatives in markets where Elekta is dominant. These are considered under Dominance in section 5 below.

**PRICE**

Fixing a business representative’s resale price.

Setting a minimum resale price.

Setting a price range outside of which the business representative may not make sales.

Setting the maximum level of discount a business representative may give to a customer.

Terminating the agreement with a business representative who sells at prices other than the recommended resale price.

**TERRITORY**

Prohibiting all sales outside the business representative’s appointed territory, even when the approach is made by the customer rather than the business representative seeking the sale (sometimes known as passive sales).

Specifying one price to a business representative if they are selling the product in their appointed territory and a higher price if they are exporting to another territory.

**PRICES**

Elekta may recommend resale prices or conditions of resale to business representatives as long as no pressure is applied to a business representative who chooses to set their own prices. This must be a generic recommendation and must not be provided on a per sale basis.

In most countries where an agent is appointed Elekta is permitted to give price instructions to that Agent. It must be a true agent who is either passing the orders to Elekta to enter into or who is entering into the orders on behalf of Elekta.
5. Research & development (R&D) and intellectual property rights (IPR)

Rights to intellectual property – such as patents, registered designs, trademarks and copyright – can be highly valuable assets. Owners may seek to impose territorial or other restrictions on their licensees, and parties may well wish licenses to be on an exclusive basis. Any such limitation may be subject to competition rules. You should seek advice first from the Elekta legal department before entering into a license agreement that contains such restrictions.

**R&D**

Agreements and arrangements to develop interfaces between Elekta products and third party products including competitors.

**IPR**

Licensing and cross licensing arrangements with a competitor. Exclusive licensing of patents, trademarks, know-how or copyright. Restrictive covenants in licensing agreements, such as territorial restrictions and non-competitive provisions.

**PRICES**

Agreement between the licensor and licensee to fix the price at which the licensee may sell the licensed technology/product to an end customer. to another territory.

**TECHNICAL STANDARDS/CERTIFICATION**

Agreements on technical or design standards which include restrictions on what parties may produce.

**R&D**

Agreements to cooperate in research and development and in particular with a competitor (subject to red flag matters above).

Joint venture agreements for the development of new products, provided that each party markets the new products independently and no limits are placed on pricing or passive sales. Validation and Verification work to check compatibility between an Elekta product and a third party product.

**PRICES**

Provisions forbidding a R&D partner to use competing technologies.

**R&D**

Independent research relationships with academic institutions (subject to compliance with other relevant Elekta policies in this area).

**IPR**

Non-exclusive licences of intellectual property rights between non-competitors.

**COMPETITION CLAUSE**

Provisions forbidding a R&D partner to use competing technologies.

6. Dominant market positions

The Red, Amber and Green flag examples set out in this document are all based on situations where neither Elekta nor the other party involved in the transaction have a dominant market position. That situation changes once one or both parties to a transaction are deemed to be dominant. In these cases additional restrictions apply.

Unfortunately there is no exact or simple definition in most laws globally as to when a company is deemed to be dominant. The larger the market share, the more careful a company must be in certain practices. Dominance can be determined in various ways, such as dominance in a country, dominance in a region, dominance in a product type or dominance in a certain field. Dominance must be assessed individually for each market, based on Elekta’s share, those of its competitors, and other factors (for instance, ease of new entry). Market share is not the sole indicator of dominance and having a very strong competitor in markets even where Elekta has a high market share may well mean Elekta is not dominant. Elekta employees should give detailed consideration as to market share and how the relevant market operates, such as the other competitors in that market, to determine if there could be dominance. Elekta legal department will assist with such analyses.

Having a dominant position is not in itself illegal: it only becomes illegal if that position is abused. But it is important to remember that dominance brings extra restrictions with regards to anticompetitive behaviour.

If Elekta were ever to be in a position that might be deemed to be dominant in a market, careful attention should be paid to the status of the following practices:

**PRICING**

Using pricing practices to foreclose competitors from the market or discriminate against certain customers, such as by:

- Charging a higher price to a customer that is also a competitor in a different market.
- Selling below cost with the aim of driving a competitor out of the market or foreclosing new entry.
- Targeting price cuts against a new competitor.

**DISCOUNTS/REBATES**

Offering ‘loyalty’ discounts/rebates based on customers increasing the proportion of their purchases from Elekta.

Rebates and discounts offered to customers should be the same for all customers, be transparent and be based on objective criteria.

**TYING / BUNDLING**

Informing a customer that Elekta will only supply product A (in which Elekta is dominant) if they also purchase product B from Elekta.

**BUSINESS REPRESENTATIVES**

Allowing a business representative a discount based on the proportion of their sales which come from Elekta products.
Elekta is a member of several trade associations and participation in these associations is generally seen as a good idea by Elekta.

Elekta’s participation in these trade associations is perfectly legitimate and is permitted, however all Elekta employees must ensure that their conduct at trade associations and the conduct of the other members of the trade association never oversteps the permitted boundaries outlined in this document. Trade associations must never be a forum for illegal collusion between competitors.

Elekta’s legal department should be informed of all trade association memberships and the advice of the legal department should be obtained prior to joining any new Trade Associations.

7. Trade associations

Elekta is a member of several trade associations and participation in these associations is generally seen as a good idea by Elekta.

Elekta’s participation in these trade associations is perfectly legitimate and is permitted, however all Elekta employees must ensure that their conduct at trade associations and the conduct of the other members of the trade association never oversteps the permitted boundaries outlined in this document. Trade associations must never be a forum for illegal collusion between competitors.

Elekta’s legal department should be informed of all trade association memberships and the advice of the legal department should be obtained prior to joining any new Trade Associations.

6. DOMINANT MARKET POSITIONS
• That the data is aggregated and no individual company can be identified in the results.
• That it relates to historic data only and no future data is included.

JOINING A TRADE ASSOCIATION
The advice of Elekta’s legal department should be obtained prior to joining any new Trade Associations.

ATTENDING MEETINGS
In general, you should be wary of attending meetings where no agenda has been circulated in advance.
Meetings should be fully minuted, with records of attendance, whenever possible.

INFORMATION EXCHANGE
The following matters may be discussed:
Non-confidential technical and promotional issues relevant to the industry.
Health and Safety.
Environmental matters/legislation.
New and proposed legislation that will affect the industry.
Technical standards.
Generic quality control issues.

ATTENDING MEETINGS
Attending trade association meetings is permissible. If there are any items of concern on the Agenda, consult with Elekta’s legal department prior to the meeting.

CERTIFICATION BY TRADE ASSOCIATIONS
You can receive and use certification by trade associations to minimum quality standards provided that certification is available to all manufacturers that meet objective quality requirements.

TERMS AND CONDITIONS
A Trade Association may produce standard terms and conditions, for example to govern the sale of goods. It is permissible to use these terms and conditions as long as the terms do not seek to set prices, and as long as the Trade Association has not agreed that all members will use them. Use of these terms and conditions must be completely and genuinely an independent decision by each member.

CONDUCT IN TRADE ASSOCIATION MEETINGS
All Elekta employees must comply with the following rules when participating in Trade Association meetings.
• An agenda must be circulated for review in advance of the meeting and any areas of concern should be discussed with Elekta’s legal department.
• Only relevant and appropriate Elekta employees should attend the meeting, for example a commercial employee would not normally be expected to attend a technical meeting.
• Informal commercial discussions of any kind before or after the meeting must be avoided. Unless absolutely necessary, do not stay in the same hotel as the other participants and do not attend social gatherings such as dinners.
• Accurate and detailed notes of the meeting must be taken and retained in line with the Elekta Document Retention Policy.
• Objections should be made against any deviation from the agenda during the meeting which strays into prohibited areas. Elekta employees must at all times be aware of what is being discussed.
• If a competitor seeks to initiate a discussion on an improper subject, objections should be made, notably saying that it is Elekta’s strict policy to not discuss such topics and by asking that the discussion is stopped immediately. If the discussion does not stop Elekta Professionals must withdraw from the meeting and ensure that your withdrawal, the time and the reason therefore, is recorded in the official minutes. In addition this should be promptly notified to your manager and Elekta’s legal department and a copy of the relevant minutes provided to them.

8. Mergers, acquisitions and joint ventures
The merger of companies, the acquisition and sale of businesses and the establishment of joint ventures may be subject to control by competition authorities and therefore if any part of an Elekta business (whether assets or shares) is to be sold, or any part of a third party business (whether assets or shares) is to be purchased or a joint venture relationship is to be established, Elekta’s legal department must be contacted at the very start of the project. If the parties to a transaction fail to report it to the authorities, they run the risk of being fined and also of having the transaction declared null and void.

9. Public procurement bids
A large number of tenders entered into by Elekta will be with national bodies and will therefore be governed by the public procurement rules that apply in the customer’s country. These rules are designed to ensure fair competition between suppliers and accordingly all Elekta employees must comply with relevant public procurement rules when participating in public tenders.
In addition if any Elekta employee believes a tender is not being conducted fairly then this should be reported immediately to Elekta’s legal department to determine if further action should be taken.
DAWN RAIDS
In order to verify compliance with competition laws, authorities may obtain evidence by way of an investigation at the premises of a company. It may carry out dawn raids: that is, unannounced visits to inspect the company’s premises, seize documents and interview employees.

The procedures to be followed when handling investigations or dawn raids by the authorities are set out in separate guidelines.

WHERE TO GET FURTHER ADVICE AND INFORMATION
Any questions about the legality of any intended agreement or conduct or the proper enforcement of this Policy or any applicable national competition laws should be referred to Elekta’s legal department. The legal department should be consulted for any query regarding the interpretation of this Policy.

What to do if you suspect anti competitive behaviour
If you become aware of any activity which you suspect is an infringement of competition law you should notify Elekta’s legal department or the Compliance Officer without delay. This applies both to suspected infringements by Elekta and suspected infringements by competitors, suppliers or customers.

Alternatively, you can report suspected infringements anonymously by using the whistleblower process. The suspected anticompetitive practices can be reported by sending a letter (anonymous or otherwise) to the Global Compliance Officer or by email to compliance@elekta.com.

Investigation of suspected breaches of this Policy
Suspicions and reports of anticompetitive practices must never be ignored. You are obliged to pursue any such suspicions or reports. Elekta will investigate all reports or other information received regarding alleged violations of this Policy.

Failure to adhere to this Policy may result in disciplinary action appropriate to the violation, up to and including termination of employment or the contractual relationship.

As Elekta has an official policy of zero tolerance against anticompetitive practices, all criminal activities will be reported to the relevant authorities.

Be careful what you write and say
A careful choice of written or spoken words will not avoid liability where anticompetitive practices are involved. On the other hand, a poor choice of words can make a perfectly legal activity look suspect.

Take care with your language in all business communications, whether in writing or in the course of telephone conversations or meetings. Remember that many internal or external documents are likely to come under scrutiny during an investigation or legal proceedings, even those which you might believe to be personal or confidential such as diaries, telephone call records or personal note books. Documents in this context are not limited to papers, but can include any form of information: computer records and databases, e-mails, recordings, films and so on can all be examined.

Particular care needs to be taken concerning more informal and casual communication such as e-mails and voicemail messages. Both e-mail and voicemail messages can be accessed during an inspection by the competition authorities or in legal proceedings. Remember that deleting these documents from your computer does not prevent them from being retrieved.

DO
...consider whether you need to write anything down at all.
...exercise great care in your writing.
...keep accurate notes of all meetings with competitors.

DO NOT
...use vocabulary that could be misconstrued as suggesting guilty activities or purpose, such as “please destroy after reading”.
...use power or domination vocabulary, for example “we will dominate the market”, “we have virtually eliminated competition” and words like destroy, kill, squeeze, crush, damage, price control.
...exercise caution when talking about competition and prices, and DO NOT discuss these with competitors.
...speculate about whether an activity is legal or illegal, for instance, “these arrangements may well breach competition law so keep it confidential”.
...allow discussion with competitors of matters such as changes in price levels, production plans, allocation of markets or actions aimed at hindering other competitors.
...keep documents for any longer than specified in the Elekta document retention policy.

WHERE TO GET FURTHER ADVICE AND INFORMATION
Should investigators arrive, immediately inform the General Counsel. If permitted follow this with notification to the local Managing Director, the Regional EVP and Group Communications.