

Play to win by the rules.
Competition law compliance guide.

LeadIng.


THE LINDE GROUP



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Foreword



Competence and Competition – Keys to Success

The Linde Group stands for technological competence, innovation and customer focus. We are also known for the skill, dedication and integrity of our employees. These strengths form the foundation of our excellent reputation and are the key to our long-term success.

At Linde, we do not need to resort to unfair or illegal methods to win in the marketplace. We are confident that we can and will win on the basis of our strengths. Violating competition law would only undermine our success by exposing us to sanctions and raising doubts about our integrity. It would also show a lack of confidence in our ability to compete.

Anticompetitive behaviour is never an acceptable means of winning business. At Linde, we will rather forego a business opportunity than violate the law – even if this means failing to meet established business targets. Our reputation and long-term success are worth far more.

The Linde Group expects all its employees to compete vigorously and fairly, wherever they do business. These Guidelines will give you a better understanding of the general principles of competition law so that you can compete and win by the rules.



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1 Introduction

Competition (or antitrust) laws are designed to benefit customers by promoting free and fair competition. They also benefit those competitors who are the most efficient, innovative and customer-focused.

The Linde Group supports vigorous, lawful and ethical competition – not only because it is our legal obligation, but because we believe we have a competitive advantage when everyone plays by the rules.

This guide will help you to know how to play and win by the rules of competition law. It will also help you avoid the harm that may come to yourself and to The Linde Group if these rules are violated.

Sometimes it may be difficult to tell whether a certain course of action is within the law or not. In these cases, please contact Linde Legal Services for help.

2 The Linde Group's Compliance Programme

2.1 Competition Law Compliance Policy

The Linde Group expects you to obey applicable competition law, with no exceptions. This is clearly set out in our Code of Ethics. Any violation of competition rules is a serious breach of your duties as an employee, and will have negative consequences that could include losing your job.

All employees of The Linde Group should work as a team to follow competition rules. Look out for your colleagues and politely challenge or correct them if they appear to be violating these rules.

2.2 Competition Law Training and Support

This guide provides you with a short and practical overview of the most important competition law rules, and gives examples of situations that you may encounter.

Depending on your role in the company, you may be given additional training on competition rules, in the form of web-based eLearning, face-to-face sessions or both.

Whenever you have questions about the competition rules you should contact your line manager or Linde Legal Services, who will be happy to help.

2.3 The Linde Compliance Network

The Linde Compliance Network helps Linde employees follow competition rules by providing training, both online and in person, by helping establish specific standards of conduct, and by giving day-to-day guidance on specific issues.

The core Compliance team is composed of the following:

- **Chief Legal Officer** -- Christian Rau
- **Head of Compliance** -- Michael Henninger
- **Regional Compliance Officers** -- Cornelia Godzierz (Europe/Middle East/Africa), Michael Yap (Americas), Steven Spencer (Asia Pacific)
- **Linde Legal Services Training Manager** -- Sybille Frank

But we can't do it alone.

- The Executive Board sets the tone at the top.
- RBU, GBU, BA and Division Heads provide critical business support as Compliance Sponsors.
- Compliance Managers in each RBU, GBU, BA or Division work within the business to support the core Compliance team.
- Linde Legal Services, Human Resources, Internal Audit and other Linde departments are valued partners.
- Finally, the efforts of each employee are needed to ensure that we conduct our business with integrity.

3 Why is competition law important to The Linde Group?

Competition laws are actively enforced in more than 100 countries around the world – in nearly every location where Linde does business.

Violations of competition law can cause serious harm to The Linde Group. In particular, they can result in:

- heavy fines
- damage claims by customers
- invalidity of agreements
- damage to our reputation – harming business relationships and Linde’s share price
- significant legal fees and lost management time

Individual managers and employees who break competition rules can also suffer dismissal, fines, imprisonment, and serious harm to reputation.

In recent years, fines against individual companies for violating competition rules have gone up dramatically, in one case recently surpassing the EUR 1 billion mark. Some fines have wiped out large parts of the company’s profits and have even threatened to push certain companies into insolvency.

The industrial gases sector often gets attention from competition authorities. This is because anticompetitive agreements are more likely in an industry with a small number of major suppliers who compete mainly on price. Recent examples affecting Linde include:

- 2008 - Investigations of anticompetitive practices initiated in Argentina, Brazil, Colombia, Peru and Uruguay.
- 2006 - Detailed investigation of the Linde/BOC merger by EU and US competition authorities, and those of several other countries. Conditions imposed on the merger included the sale of certain businesses and assets.
- 2006 - Fines totalling nearly EUR 50 million for market and customer allocation, imposed by the Italian competition authority on six Italian gas producers, including Linde Gas Italia.
- 2002 - Fines totalling EUR 26 million for price fixing, imposed by the European Commission on seven Dutch gas producers, including affiliates of Linde and BOC.
- 1989 - European Commission investigation, settled when the major gas companies agreed to certain restrictions on gas supply contracts that are still in place 20 years later, including limits on duration and the use of exclusivity arrangements.

Other investigations by competition authorities have taken place in the U.S. and Canada.

4 Rules on contacts with competitors

Strict rules govern behaviour between competitors. Violation of these rules is especially serious because it attracts the most attention from the competition authorities and will lead to the heaviest fines. You must therefore understand these rules and follow them carefully.

4.1 Anti-competitive agreements and similar practices

Competition law prohibits any agreement between competitors that restricts or is intended to restrict competition. This applies to any agreement of any kind, whether binding or non-binding, written or oral, formal or informal – even implied or factual agreements.

Because it is sometimes hard to find evidence of actual agreement, competition rules also prohibit any communication between competitors that has the same effect as an agreement. This is, for instance, the case when competitors

- exchange sensitive business information, even if they don't agree on anything, and then
- act in parallel.

Example

During an industry exhibition, two salespersons from competing companies have a chat. One of them mentions that his company is going through a difficult period and will be in serious trouble unless margins increase very soon. The other salesperson says that her company is in exactly the same situation. The discussion ends. Over the following weeks, both companies increase their prices at similar times and by similar amounts.

In this example, the two salespersons did not make any agreement on prices. But they did exchange confidential information and then acted on that information. The result was the same as if they had made an agreement: the two companies increased their prices and customers suffered. The chat between the two salespersons therefore violated competition rules.

Parallel behaviour by competitors is not unlawful if it is based on wholly independent decisions by each competitor. For instance, competing suppliers may raise prices at the same time in response to higher input costs. The added factor that makes parallel behaviour illegal is the existence of an agreement or an exchange of information between the competitors.

Any contact between competitors may be suspected as providing an opportunity for agreement or exchange of information. Because of this, it is very important to keep your contacts with competitors to the minimum necessary to carry on legitimate business.

4.2 “Hardcore” restrictions

The following types of behaviour are considered the most serious violations of competition law. They lead to the heaviest fines and should be avoided under any circumstances.

Price fixing includes agreements with competitors:

- to set prices at a certain level or range
- to change prices by a certain amount
- to limit or eliminate discounts or rebates
- to sell with a certain (minimum) margin

Market or customer allocation involves an agreement among competitors to divide up customers or territories between each other.

Bid-rigging occurs when competitors coordinate their response to a bid invitation:

- by agreeing to the terms (such as price) on which they will bid
- by limiting their participation in the bid

(Please note that cooperation between bidders may be permitted if the customer is informed in advance - as with a bidding consortium or joint bid. However, always clear any joint bidding arrangements in advance with Linde Legal Services.)

Further hardcore restrictions: The following agreements with competitors are also prohibited:

- agreements on important non-price terms (such as terms of payment, minimum order requirements, etc.)
- agreements to limit capacity or output
- collective boycotts (agreements among competitors not to do business with certain individuals or businesses)

Joint venture agreements, distribution agreements, joint purchasing agreements and certain other agreements between competitors may be permitted under certain circumstances. To avoid competition law risks, always involve Linde Legal Services when entering into any agreement with a competitor.

4.3 Exchange of confidential information with competitors

Do not exchange confidential business information with your competitors, especially about:

- prices
- customers
- levels of sales to individual customers or regions
- production capacity or output
- costs
- future plans, including R&D, investment, production and marketing

Even the *unilateral* disclosure of business information to a competitor may violate the competition rules. It may be viewed by the competition authorities as an attempt to invite the other party to join an anti-competitive agreement, or as evidence of a wider arrangement between competitors.

However, in discussions with competitors it is legal to:

- exchange non-sensitive information
- debate general market trends
- discuss regulatory or technical questions (unless this involves the disclosure of sensitive information)
- engage in joint lobbying activities

You may be allowed to exchange certain types of sensitive information in connection with a planned transaction (such as a joint venture agreement). Always check with Linde Legal Services first.

How to react if a competitor discloses confidential information to you

1. Do not disclose any confidential information yourself
2. Do not pass on the information you received to other business colleagues
3. Make a record of the disclosure, stating:
 - how you received this information
 - that you did not ask for it
 - that you did not disclose any confidential information yourself
 - that you intend not to act on the information
4. Inform Linde Legal Services

4.4 A few typical misconceptions

Sometimes people justify violation of competition rules with arguments like those that follow. But don't let yourself be fooled – none of them are correct or acceptable.

What they say	Comment
<i>"Everybody does it! This is common practice in the industry."</i>	This is no excuse. Besides, if everyone does it, they are more likely to be caught.
<i>"No one will ever know."</i>	Very unlikely. At least two people or two companies know. And the other party may decide to disclose the violation and apply for leniency.
<i>"We didn't expressly agree on anything."</i>	Even an implicit agreement, or a simple exchange of information, followed by parallel behaviour, can violate the competition rules.
<i>"In any event, it did not work. (X cheated and undercut the prices that we had agreed.)"</i>	Too bad. The attempt alone to restrict competition is a violation, whatever the result.
<i>"No one was harmed by our agreement. (Everyone would have increased prices anyway since costs had gone up significantly)."</i>	This is irrelevant. The agreement <i>could</i> have restricted competition, and that is enough.
<i>"I did it to save jobs."</i>	This is not a valid defence. Competition authorities know and accept that free competition may result in job losses.

5 Examples of risky relationships with competitors

5.1 Participating in the activities of industry associations

It is legal to:

- be a member of an industry association
- attend official meetings of the association
- participate in discussions on applicable regulations
- engage in joint lobbying activities

However, competition authorities are suspicious of industry associations as they can be used as a forum for anti-competitive agreements or the illegal exchange of information. Competition authorities will therefore look very carefully at the activities of industry associations.

Example 1

You receive an e-mail from the secretary of your national industrial gases association, inviting all members to the annual spring meeting. The agenda includes:

- (a) relations with other industrial gases associations
- (b) discussion of recent bidding practices in industrial gases projects
- (c) appointing a consultant to conduct a survey on production capacity and capacity utilisation in your country

How to react:

Do not confirm your attendance at the meeting before reviewing the agenda and checking that it does not contain items that could raise competition law concerns. In case of doubt contact Linde Legal Services for help.

Agenda item (a): No concerns.

Agenda item (b): Problematic. This subject of discussion could result in the sharing of competitive information and possibly lead to bid-rigging agreements. After consulting with Linde Legal Services, if you determine that this is a substantial risk, you should:

- inform the association secretary in writing that you object to this agenda item on competition law grounds and will not take part in this part of the meeting
- keep a copy of your letter

Agenda item (c): Appointing a consultant is not a problem in itself, but you must make sure that the survey does not lead to the illegal exchange of information between members (this is covered in more detail in Example 2 below).

Example 2

At the industry association meeting, the members select a consultant for the planned survey on production capacity and capacity utilization in your country. A few weeks later you receive a letter from the consultant requesting the following information:

- (a) a detailed breakdown of your total production capacity and output for each of the main gases in the last three years
- (b) your average sales prices for each product category during the last year

The letter states that the same request is being made of each industry association member.

How to react:

All of the requested data is confidential business information and should not be disclosed to competitors. When responding to the consultant's requests for information, consider the following questions:

- Is it in Linde's interest to provide this data? Will the results of the survey be useful for Linde?
- Is the requested information necessary to accomplish a legitimate purpose? (Yes for item (a), probably not for item (b).)
- Can the person or entity requesting the data guarantee that each company's data:
 - will be kept strictly confidential?
 - will only be disclosed to others in an aggregated form so that the market position or market behaviour of individual companies cannot be identified?

After consulting with Linde Legal Services if you decide not to provide the requested information, you should:

- decline politely and, if applicable, make clear that you are doing so for competition law reasons
- keep a copy of your reply

Example 3

A few months later, the association organises a workshop to discuss the results of the survey. The consultant's presentation includes a graph showing that production capacity has been increasing steadily, while demand has remained relatively stable over the last few years. One participant comments that it is no wonder prices have been falling during the last few years and that the only way to halt this ruinous decline of prices and margins is to create discipline in regard to the build-up of capacity. Another participant also gives his opinion that something should be done about this.

How to react:

This discussion may be interpreted by authorities as an illegal agreement to restrict capacity growth, especially if it is followed by parallel behaviour. Unless you show your opposition to these statements, you may be regarded as having silently accepted the illegal agreement. You should therefore do the following:

- State to the entire group that any discussion about restricting capacity growth would violate competition rules.
- Leave the meeting if the participants continue to discuss this topic.
- Ensure that your objections (and your departure) are recorded in the minutes of the meeting.
- Keep a copy of the minutes and inform Linde Legal Services of the incident.

5.2 Social contacts with competitors

Social contacts with competitors should be kept to a minimum.

Example 4

Your competitor ABC organises an open house day at its local production plant. ABC's marketing director sends you a personal invitation to the reception, which includes a guided tour for local dignitaries and journalists.

How to react:

Attending the event by itself does not violate competition rules. However, there are several good reasons to decline the invitation:

- Attendance increases the chances that you could become involved in unwanted anti-competitive discussions with ABC employees.
- If both Linde and ABC increase their prices following your attendance at the open house, a competition authority may suspect that you communicated with your competitor at the event. Disproving such a link can be difficult, time consuming and costly.
- Your attendance could be viewed as evidence of an unusually cordial relationship between Linde and ABC, a factor that could weigh against you if the competition authorities decide to investigate your industry.

Example 5

An old friend invites you to join the local Rotary Club. The managing director of the local subsidiary of Linde's competitor DEF is also a member.

How to react:

Joining the Rotary Club is not a problem, but you should avoid discussions with the managing director of DEF about your respective businesses, and avoid circumstances where such discussions could be suspected.

5.3 Swap agreements with competitors

Swap agreements between competitors to reduce transportation costs are legal. However, there are situations where competition law concerns can arise.

Example 6

You represent Linde in negotiations with competitor XYZ about entering into several product swap agreements. In the course of the discussions, your counterpart at XYZ suggests that it would be convenient to exchange each other's full price lists. He also asks when Linde intends to implement its next price increase, and by how much prices will go up

How to react:

Since Linde and XYZ are competitors you must avoid any exchange of information that is not strictly necessary for the swap.

You should only provide XYZ with the prices at which Linde is willing to sell the products in question to XYZ under the swap agreements. Do not disclose any information about planned price increases unless strictly necessary to implement the swap agreements.

Example 7

An important Linde customer becomes insolvent and closes its plant. As a result, the local Linde plant is forced to reduce production, leading to a further reduction in margins. Linde management therefore considers shutting down the local Linde plant and obtaining supplies for local customers from competitor QRS.

How to react:

There is a danger that competition authorities could interpret Linde's proposed arrangement with QRS as the outcome of an illegal agreement between Linde and QRS to reduce production capacity. Discuss with Linde Legal Services before proceeding.

5.4 Obtaining and gathering information about competitors

You may collect and record information on your competitors' production, sales, customers, prices and so forth, so long as you do not obtain this information from the competitor - directly or indirectly - or in violation of confidentiality obligations.

Example 8

A few years ago, your sales department began developing a spreadsheet collating information obtained by all members of the department on prices charged by different competitors. The table is updated regularly. You have been asked to revise the table to enable the recording of more detailed information and to make it more user-friendly.

How to react:

Linde may gather market intelligence on competitors and create internal records if the information was obtained legally.

It is important to record the source of any competitor information in order to avoid any suspicion on the part of competition authorities that it has been obtained improperly. You could, for instance add a column to the spreadsheet where people updating the table must state their name and the source of the information they are entering.

5.5 Price increase announcements

Example 9

Due to increases in input costs, Linde has decided to raise its prices for bulk products in your country by 5% in the next quarter. You have been asked for ideas on how to announce the price increase. Possibilities include:

- (a) publishing complete and detailed price lists on Linde's local website
- (b) asking the country manager to mention the price increases in his upcoming interview with a trade journal
- (c) publishing an announcement in the local business newspaper
- (d) sending a letter to your customers informing them of the price increase.

How to react:

Public announcements of price increases are not illegal in themselves, but if competitors raise prices in parallel then such announcements may be viewed by the competition authorities as evidence of an illegal agreement to fix prices. In order to minimize this risk, the *content* and *audience* of price increase announcements should be limited to that which is necessary to inform customers. You should clear all actions that involve a publication or public disclosure of a planned price increase in advance with Linde Legal Services.

Suggestion (a): This is not a good idea, because the content is too detailed and the audience too broad. By posting our prices on our website, any competitor can easily obtain this information.

Suggestions (b) and (c): It is best to avoid these methods as the audience is too broad. While general statements to the media about prices may be permissible (without mentioning specific products or the exact amount of price increases), such statements would not be very useful to customers and more detailed statements would attract risk.

Suggestion (d): Contacting customers individually is the safest approach. The content of the announcement should be limited to price information for product categories relevant to that particular customer.

6 Rules on agreements with customers and suppliers

Agreements with customers and suppliers can also raise competition law concerns. Rules on this subject vary between countries, and their application in some cases may depend on Linde's market position (see also Section 7 below).

Seek advice from Linde Legal Services if you intend to enter into an agreement that contains any of the restrictions listed below.

6.1 Examples of conduct that may be illegal

Types of restrictions that frequently raise competition law concerns are set out below.

Fixing of resale prices: In many countries Linde is not allowed to set a resale price or a minimum price below which product cannot be resold by distributors. However, mere recommendations of resale prices are generally allowed.

Exclusive purchase obligations: In some markets, especially where Linde holds a strong market position, Linde cannot require a customer to purchase its entire demand exclusively from Linde.

Long-term purchase obligations: In the EU there are limits on the permitted duration of gases supply agreements. Similar restrictions may apply in other countries where Linde holds a strong market position.

Prohibition of resale: In certain countries Linde cannot prevent a customer from re-selling products supplied by Linde, unless this is justified by safety considerations.

Territorial restrictions: In some countries Linde cannot prevent a distributor from selling Linde's products outside a defined territory.

7 Special rules where Linde holds a particularly strong market position

There are special rules for companies that are “dominant” or have “monopoly power”. Such companies have a special responsibility not to engage in conduct that may weaken competitors or harm consumers.

7.1 Definition of dominant position / monopoly power

Typically, a company will not be found to be dominant or have monopoly power if its market share is below 40%, while a market share of more than 50% is viewed as clear evidence of a dominant position. (*NOTE: In the U.S., these thresholds are somewhat higher – 50% and 70% respectively*). To determine market share in the gases industry, competition authorities usually consider each type of gas as a separate market. In addition, a distinction is made between: tonnage, bulk and cylinder sales.

There may also be situations where the leading suppliers jointly occupy a dominant/monopoly position.

Seek advice from Linde Legal Services if you intend to engage in any type of behaviour described below in relation to a product for which Linde may be viewed as holding a strong market position (market share of 40% or more).

7.2 Examples of conduct that may be illegal

When combined with a strong market position, the conduct described below may infringe competition laws.

- **Price discrimination:** charging different customers significantly different prices for the same product without a good reason (such good reasons may include, e.g. different supply volumes, different transportation costs or the need to meet a competing offer). (*NOTE: In the U.S., even non-dominant companies may not engage in price discrimination*).
- **Predatory pricing:** charging excessively low prices (below variable unit cost of production) in order to drive a weaker competitor out of the market.
- **Exclusive dealing:** requiring a customer to buy exclusively from Linde or requiring a distributor to sell only Linde product.
- **Rebates:** encouraging customers to buy from Linde through loyalty rebates or retroactive rebates conditioned on meeting a certain purchase volume.
- **Bundling/Tying:** requiring the purchaser of one Linde product to buy another Linde product as a condition for being allowed to purchase the first product.
- **Refusal to supply:** refusing to supply an existing or prospective customer or distributor without a valid reason (valid reasons are, for example, overdue payment or credit unworthiness, or failure to meet safety standards or marketing commitments).

8 Document creation and management

8.1 Nothing can be concealed

There are many ways in which Linde's internal documents may come to the attention of a competition authority:

- disclosure in response to an authority's request for information, or in connection with court proceedings
- copy or seizure during an on-site investigation by a competition authority (see section 9 below)
- disclosure by a customer or competitor in support of a complaint to a competition authority

Almost any recorded information – hard copy or electronic, formal or informal (*e.g.*, telephone notes, calendar entries, voice mail and text messages) – may be subject to disclosure. Even deleted items may often be retrieved with special software.

8.2 Mind your language

You should write all internal documents with the assumption that they may come to the attention of competition authorities or to the media.

If a document looks suspicious it may be difficult to persuade the authorities otherwise, even if the original intent of the document was innocent.

When you are dealing with a sensitive subject, consider whether you need to write anything down at all. You may want to speak to Linde Legal Services before committing words to paper.

“Write Right” – Some advice on careful communication

- The “Front Page Rule”: Do not write anything that you would be embarrassed to read on the front page of the newspaper.
- Do not speculate in a document whether or not a particular conduct is legal (e.g., “This action may be anti-competitive”). This suggests illegal behaviour where none may exist.
- Avoid language suggesting that there is an understanding with a competitor (e.g., “XYZ’s price cut came as we expected”).
- Avoid language suggesting that Linde holds a dominant position (e.g., “control the market”, “dominant position”). It is better to refer to a “significant” position in the market.
- Avoid hostile language about competitors or customers (e.g., “kill”, “destroy”, “eradicate”, “block”, “foreclose”, “punish”, “put under pressure”, “discipline”, “drive out of the market”, etc.).
- Avoid words implying that there is something to hide (e.g., “Only for your eyes”, “Do not copy”, “Destroy after reading”, “off-the-record”).
- When you report market information, always state clearly the source of the information (e.g., published information, information obtained from customers, hearsay, own estimates) to avoid suspicion that you might have received it from an improper source.

8.3 Legal privilege

Under the laws of some jurisdictions, communications between Linde and its *external* legal advisers may benefit from “legal privilege”. Documents that are legally privileged do not have to be produced to competition authorities. They cannot be examined, copied or seized by competition officials during an on-site investigation.

To enable Linde to claim legal privilege, you should follow the following guidelines:

- Make sure that each request for legal advice by external counsel clearly displays the name of the external counsel and that the words “PRIVILEGED AND CONFIDENTIAL – REQUEST FOR LEGAL ADVICE” appear at the beginning of the communication.
- Do not send copies of your communication with external counsel to anyone else.
- If you reply to a request for information from external counsel, ensure that the words “PRIVILEGED AND CONFIDENTIAL – PREPARED AT THE REQUEST OF EXTERNAL COUNSEL” appear at the beginning of your reply.
- Keep all correspondence passing between you and external counsel under a separate tab in a file or in a separate folder that is clearly marked “PRIVILEGED AND CONFIDENTIAL”.

8.4 Document management and retention

Never hide or destroy a potentially damaging document. This may be a criminal offence and could result in severe penalties. Company documents may only be destroyed in accordance with a clearly stated company policy on document retention, or after consultation with Linde Legal Services.

If a document contains incorrect or misleading information that could be misinterpreted in a competition law proceeding, you should bring it to the attention of Linde Legal Services. In most cases, the best solution is to correct the document in a separate note that can be attached to the document in question.

9 Investigations by competition authorities

Competition authorities may start an investigation based on:

- a complaint by a customer or a competitor
- information received from a member of a cartel in exchange for leniency; or
- other information leading to suspicions of illegal activity, such as uncompetitive market conditions, news reports or information received from another authority

Competition authorities have broad powers to gather the necessary information for their investigations. Companies may be required to answer written questions or supply documents, with fines imposed for failure to respond.

The authorities may also carry out unannounced inspections (so-called "dawn raids") at the premises of a suspected business or even at the homes of employees. The authorities typically are entitled to enter the premises, examine, copy or remove documents and records, and interview staff.

The following are guidelines to follow if a dawn raid occurs. Check with your line manager or Linde Legal Services to see if there are more specific guidelines prepared for your jurisdiction.

DO:

- be cooperative and courteous
- get the names of the investigating officers, and confirm their authority and mandate (such as a search warrant) to carry out the dawn raid
- alert senior management and Linde Legal Services immediately
- agree with investigators on the process to be followed
- make sure investigators are accompanied at all times by company staff
- make copies of all physical or electronic material copied or seized by investigators
- take complete notes of everything that happens: where the investigators go, all questions and answers, which documents they look at, points of dispute, etc.
- seek to protect legally privileged documents and those that are not relevant to the investigators' mandate whenever possible
- seek immediate legal advice if you are uncertain as to your rights and responsibilities

DON'T:

- alert third parties (such as competitors or news media) about the raid
- hide or destroy documents (CAUTION – doing this can lead to serious penalties!)
- supply information without legal advice
- volunteer information that has not been requested

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