



***Diamond***  
***Couriers***

## **COMPETITION / ANTI-TRUST POLICY**

### **Introduction**

Anti-competitive practices impede the healthy operation of markets, prevent fair competition, and ultimately harm consumers. Competition laws aim to protect consumers by promoting free, undistorted competition between companies, protecting independent decision-making of market participants, and preventing the misuse of market power.

Failure to address the risk of anti-competitive practices may undermine our reputation

and lead to investigations, fines and/or other penalties for the company and/or individuals.

This Competition Law Policy sets out Diamond Couriers approach to ensuring that we fully comply with competition laws applicable to our business activities and that we appropriately manage associated risks.

### **Who does this apply to?**

This policy applies to all employees, directors and officers, as well as contractors under Diamond Couriers direct supervision, working for a Diamond Couriers office or industrial asset.

We assert our influence over joint ventures we don't control or operate to encourage them to act in a manner consistent with the intent of this policy.

## **What is our commitment?**

We are committed to competing fairly across our entire operations and do not engage in practices that restrict fair market competition.

The laws prohibit (i) agreements which harm competition, and (ii) the abuse of market power by dominant companies.

We are aware that the greatest risks occur when dealing with competitors, in particular through commercial agreements, coordinating strategy or exchanging sensitive information.

We are also alert to risks that may arise when dealing with customers and suppliers, for example, in the context of agency or off-take agreements.

We understand that the most serious competition law breaches are illegal even if they have no impact on the market and do not result in any profit. The fact that our competitors may engage in similar conduct may even be considered an aggravating factor.

## **Dealing with competitors**

We do not collude with our competitors. For example, we do not, fix prices, allocate markets or customers, restrict production or capacity, engage in bid-rigging or collectively boycott customers or suppliers. Agreements to fix salaries and benefits or not to recruit another company's employees can also be a breach. We understand collusion may take place through formal written agreements to collude, as well as informal, unwritten agreements, for example via a common understanding to coordinate behaviour.

If we are entering into an agreement with a competitor, we follow all relevant Diamond Courier's guidelines and consult with a legal consultant.

## **Sharing commercially sensitive information**

We do not discuss or share commercially sensitive information with our competitors unless there is a legitimate reason, as this can of itself be a breach of competition law.

We do not share detailed current and future pricing, cost and volume information and future strategy and investment plans, as this type of information is particularly high risk.

Even a one-off exchange, or simply receiving high risk information from a competitor (whether in writing or in conversation) can give rise to a breach, so we are vigilant in our interactions with competitors, including at informal or social events. We must actively recuse ourselves from such exchanges.

We do not share high risk information with our competitors. We must consult a legal representative if we receive, or are asked to share, this type of information with a competitor.

We can share less commercially sensitive information for legitimate commercial reasons, subject to appropriate procedural safeguards (e.g. aggregating or anonymising the data and making sure the data is not shared beyond those who need to see it).

Dealing with suppliers, customers and agents We understand that most agreements with suppliers, customers and agents are permitted under competition law, but some are not.

Particular risks arise when the supplier, customer or agent is also a competing producer. We must not enter into agency or marketing agreements with competing producers without consulting a Legal representative.

We look out for certain clauses which are considered hardcore breaches in vertical agreements and which attract significant penalties.

We must not impose, or agree to, the following restrictions in agreements with suppliers or customers, without first consulting a Legal Consultant :

- Profit-sharing restrictions - requiring the purchaser to pass on to a supplier a certain fraction of the margin achieved by re-selling the commodity to its own customers
- Information-sharing restrictions - requiring the purchaser to provide information about its own customers (e.g. their identity, or prices they were quoted).

## **Speaking openly**

We are each responsible for ensuring that we meet our commitments. We expect our employees and contractors to speak openly and raise concerns about possible breaches of the Code of Conduct and this policy with their manager, supervisor or via other available reporting channels. Our Raising Concerns platform is available to employees, contractors and external parties. Diamond Couriers takes concerns seriously and handles them promptly.

Diamond Couriers has zero tolerance for retaliation against anyone who speaks openly about conduct they believe is unethical, illegal or not in line with our Code of Conduct and policies, even if the concern isn't substantiated, as long as they have not knowingly made a false report.

## **Consequences**

Our policies support our Values and Code of Conduct and reflect what is important to us. We take breaches of our policies seriously. Depending on the severity of the breach, consequences may range from a warning to termination of employment.