SCOTTISH FINANCIAL ENTERPRISE COMPETITION COMPLIANCE POLICY

This document sets out the Scottish Financial Enterprise Competition Compliance Policy (the "Compliance Policy"). This Compliance Policy is designed to provide guidance to both Scottish Financial Enterprise ("SFE") employees and member companies on compliance with competition law.

The Treaty on the Functioning of the European Union ("TFEU"), Articles 101 and 102 contains the principal European competition law provisions. The Competition Act 1998 ("CA98"), Chapters I and II contain the equivalent UK provisions. In general terms, both regimes prohibit agreements between undertakings, decisions by associations of undertakings or concerted practices which have as their object or effect the prevention, restriction or distortion of competition (Article 101 TFEU and Chapter I CA98), and conduct by one or more undertakings which amounts to the abuse of a dominant position (Article 102 TFEU and Chapter II CA98).

It is important to ensure strict compliance with competition law in order to protect the reputation and viability of our organisation. Integrity is part of the fabric of SFE and we have a policy of strict compliance with competition law, and all employees and members of SFE are required to adhere to this policy. Breaches of competition law will not be tolerated and may be considered to be employee gross misconduct, or grounds for removal as a member of the organisation.

Why Comply?

There are important reasons to comply with competition law:

- Competition authorities (the European Commission ("EC") or the Competition and Markets Authority ("CMA") or certain other sectoral regulators in the UK including the FCA) can impose fines of up to 10% of worldwide turnover. Fines can be imposed upon facilitators of anti-competitive behaviour even where they are not active in the market in question.

- Individuals who suffer a loss because of a breach could sue to recover those losses.

- Infringing competition law may make commercial agreements unenforceable.

- Competition authorities have far reaching powers of investigation and can search SFE's servers and individuals' mailboxes. Documents you may think you have deleted can be found on back-up tapes or may not have been overwritten.

- For serious breaches individuals can be sent to prison in the UK and directors can be disqualified from acting as company directors if they ought to have known about the conduct. This can include individuals involved in facilitating anti-competitive behaviour.

- Investigations are extremely expensive and time consuming.

- Perhaps most significantly, an investigation would harm SFE's reputation.

1. INTRODUCTION

1.1 Scope of application

This Compliance Policy extends to all of SFE's operations. All SFE employees and members are responsible for ensuring that:

- they are familiar with the fundamental principles of competition law;
- they can identify situations where competition law issues may arise;
- they appreciate the personal and corporate consequences of non-compliance with competition law and
- they are personally committed to achieving full compliance with SFE's competition law compliance policy.

All SFE employees and members are expected to conduct their business in a legal, ethical and compliant manner.

SFE is committed to operating in a transparent, proportionate and non-discriminatory way.

1.2 Objectives

The objectives of this Policy are therefore to:

- provide guidance to all of SFE's employees and members, wherever located, with regard to the main principles of competition law;
- assist employees and members to comply with competition law;
- minimise the risk of any breach of competition law;
- protect the reputation and standing of SFE and
- avoid investigations and fines.

1.3 Training

It is important that relevant employees and members have an awareness and ability to spot risk areas in order to take the correct actions and protect themselves and the SFE. SFE ensures that all members of senior management and the board of directors receive training on competition law compliance and we require all of our employees and members to comply with this Compliance Policy to ensure that there is no breach of competition law. In addition, SFE expects that all members will themselves have a competition compliance policy and will encourage compliance with competition policy.

1.4 Responsibility

The board of directors of SFE (the "Board") have ultimate responsibility for ensuring this Compliance Policy is implemented and enforced effectively, and they take compliance with competition law very seriously. The Board also have responsibility for the prevention and detection of breaches of competition law within the business of the SFE.

All members are responsible for their own conduct and must ensure strict compliance with competition law. A breach of competition law and/or this Compliance Policy may be grounds for removal as a member. If a member has any queries or concerns about its own or another member's conduct, that member should contact the Chief Executive of SFE in the first instance, whom failing the

chairman of the Board. Members should avoid committing concerns to writing, including email, as these may have to be disclosed to a competition authority if an investigation were to occur.

1.5 **Admission to Membership of the SFE**

In accordance with SFE's constitutional documents, the Board has full discretion as to the admittance and removal of members. In exercising this discretion, the Board will ensure that it acts in a manner which is transparent, proportionate and non-discriminatory. If a member disagrees with a decision of the Board, the member will have the right to make representations in writing to the Board and shall be given a reasonable opportunity to present and to be heard. The Board shall then consider their decision in light of the representations.

Any decision of the Board to refuse admittance or remove a member will be recorded in writing along with the reasoning behind the decision, and communicated to the business or individual in question.

2. COMPETITION LAW OVERVIEW

2.1 What is competition law about?

Many legal rules relate to a company's competitive behaviour. However, when we refer to competition law (and when we warn of the fierce consequences of non-compliance) in this Compliance Policy, we have two specific rules in mind:

- the prohibition on anti-competitive agreements, arrangements or understandings which distort competition; and
- the prohibition on abuse of strong or dominant market position.

2.2 Where do these laws apply?

The two prohibitions apply throughout the European Union. These are sometimes called anti-trust laws. Moreover, most countries also have their own national competition laws. Although there are local differences, the prohibitions outlined above can nevertheless be considered to be the core of those rules.

2.3 What are the risks of non-compliance?

The risks of non-compliance come down to:

- **Financial risk**: competition authorities can impose fines for up to 10% of worldwide group turnover.
- **Litigation risk**: companies and firms may be sued for damages by third parties who can show that they have incurred losses or damages as a result of anti-competitive practice.
- **Contractual risk**: agreements (or provisions in agreements) which infringe EU competition law are unenforceable.
- **Reputation risk**: the bad publicity which surrounds any major competition case may cause damages to SFE's reputation.
- **Management time**: investigations invariably result in vast expenditure of time and resources.
- **Personal risk**: In certain jurisdictions, including in the UK, employees and executives can be fined, face disqualification as a director and even imprisoned.

2.4 **How does anti-competitive conduct come to light?**

Most investigations arise from competitors confessing to the authorities or from complaints to the authorities. If a competitor confesses, it can obtain immunity from fines, so there is a big incentive to do so if an infringement comes to light.

If a competition regulator suspects any breaches of competition law it can, without any warning, arrive in force at a company's premises (a so-called "dawn raid") and demand to carry out a full and intrusive investigation. A short guide to dealing with dawn raids appears at **Annex 3**.

2.5 **What if I have further questions?**

This Compliance Policy aims to provide you with a clear overview of the applicable laws. A general policy, of course, can never replace individual advice. If you have any questions regarding the subject of this Compliance Policy you should contact the Chief Executive of SFE, whom failing the chairman of the Board, in the first instance by telephone (not in writing). You should not send any internal emails or create any written or electronic documents regarding any concerns in the first instance, as these might have to be disclosed to a competition authority if an investigation were to start.

3. RELATIONS WITH COMPETITORS

Competition law prohibits agreements or concerted practices between undertakings that restrict competition. A formal agreement is not necessary for the rules to be breached – verbal agreements, informal understandings or informal forms of cooperation are sufficient. Indeed, as explained in more detail below, there does not need to be an "agreement" as such: it is sufficient for the law to be breached if there is an exchange of commercially sensitive information, or a one way provision of it, between competitors. Even if the agreement is not implemented, or if it has no effect, it can still breach competition law. Examples of the type of agreements/conduct which is prohibited are set out below. **Annex 1** contains a summary of basic "Dos and Don'ts" which members may find helpful.

SFE must ensure that it in no way facilitates anti-competitive conduct amongst its members. As discussed below, trade associations find themselves in a position where, through their legitimate business, they are facilitating competitors meeting and entering into discussions. It is imperative to ensure such meetings do not go beyond their legitimate purposes and become a forum for illegal behaviour. The following are some examples of potentially illegal behaviours.

3.1 **Price fixing**

It is illegal for competitors to agree, whether directly or indirectly, the price at which their goods or services will be supplied to third parties. Agreements or understandings that affect prices indirectly, such as rebates or discounts, pricing methods, costs and terms of payment, are also illegal. It is enough that the agreement or arrangement relates to a part of the price – it does not have to be the whole price that is agreed.

3.2 **Market sharing**

It is illegal for competitors to allocate territories to each other and/or to agree not to compete in such territories.

3.3 **Allocation of customers**

Competitors are not allowed to agree to divide customers between them in the markets in which they compete, or where they could be expected to compete.

3.4 **Bid rigging**

Agreements or understandings between competitors regarding prices or terms and conditions to be submitted in response to a bid request are generally prohibited. This includes agreeing not to bid. Legal advice should be sought before discussing any joint bid proposals with competitors.

3.5 **Group boycott**

It is generally illegal for competitors to agree to boycott a particular customer or supplier or class of customers or suppliers. "Boycott" here means any concerted action or agreement between two or more competitors not to sell to or buy from a particular customer or supplier, or class thereof.

3.6 **Joint purchasing**

Joint purchasing agreements between individual competitors may restrict competition and therefore be prohibited where they limit the parties' freedom and/or prevent other suppliers from supplying them to a substantial extent.

3.7 **Limitation of supply**

It is illegal for competing companies to agree to limit supply of services to a certain level, or to stop providing a particular service completely, rather than allowing normal competitive forces to determine their independent commercial decisions.

3.8 **Exchange of information**

It is illegal for competing companies to exchange commercially sensitive information, such as information regarding sales quantities, prices, cost structure, discounts and other trading conditions, or information relating to their individual customers and/or suppliers. An exchange of publicly available and/or aggregated and anonymised statistical information will in general not cause any problems under competition rules.

The mere receipt of competitively sensitive information from a competitor can be a breach of competition law, even if it is unsolicited and even if the flow of information is in one direction only. Particular care should be taken by SFE when organising any event at which our members are present. If an illegal exchange of commercially sensitive information to occur under SFE's auspices or on its fringes, SFE could also be the subject of investigation, as well as the companies and/or individuals concerned, if it could be said that SFE had facilitated the conduct.

Exchanges of such information via third parties, such as customers, can also be illegal if there is an intention that this information is then passed back to our competitor. Members can obtain information from public sources (for example, published price lists) and use these in business decisions. However, if a customer tells a member about a competitor's prices (e.g. in a price negotiation), the member must not contact the competitor in question to seek confirmation of the price.

3.9 **Technical Standards**

In principle, the development and recommendation of technical standards which set a high standard of consumer protection will not be unlawful.

Similarly moves to set common standards, for example for interfaces, so that members' products can fit or work together are normally considered pro-competitive. However, such standards must be free and open to all to use (Fair, Reasonable and Non-Discriminatory (so called FRAND) terms).

In the event that SFE is involved in setting standards in the industry, or lobbying collectively on behalf of the industry in relation to particular standards, we will

ensure that these standards have an objective justification such as improving consumer welfare, do not have as their object or intention the infringement of competition law, and are on FRAND terms.

4. MEETING COMPETITORS

Competition authorities will sometimes assume that meetings between competitors are motivated by the intention to discuss matters which may be anti-competitive. . SFE has legitimate and pro-competitive purposes. It maintains a record of such meetings and what was discussed in order to be able to demonstrate that no unlawful actions or discussions have taken place. SFE will keep a record of any events organised, and the attendees. Members who attend such events must be careful as to what is discussed.

4.1 Trade associations and industry bodies

SFE is an important industry body. It operates to lobby on behalf of the financial services industry in Scotland, gather and disseminate appropriate information, discuss changes to relevant regulations as well as represent the industry to the public, government bodies and agencies.

However, although it is perfectly legitimate for companies to participate in trade associations, such activities are not allowed to go beyond such legitimate purposes and notably should not be used as a forum for illegal collusion between competitors, for example by facilitating price fixing, market sharing and customer allocation arrangements.

Competition authorities have a suspicion of trade association meetings, because in numerous cartel cases in the past they have provided the context for anti-competitive discussions to take place. It is SFE's strict policy that its members do not engage in such anti-competitive activities whilst at SFE events and SFE will remain vigilant of its members conduct at such events.

4.2 Guidelines for meeting competitors

The following guidelines MUST be followed when members attend SFE events:

- Review the purpose of the event – which should be clear and lawful – and this agenda should be adhered to.
- Detailed records of discussions should be kept – the notes and records of your discussions should be retained.
- Terminate or leave inappropriate discussions – if you are concerned that discussions or information being shared may be unlawful you should terminate the meeting or if necessary leave the room. You should then note your concern to the Chief Executive of SFE by telephone or face to face in the first instance, whom failing the chairman of the Board.
- Information received at a meeting which may be considered anti-competitive should not be destroyed or shredded and should be passed to the Chief Executive of SFE, whom failing the chairman of the Board, who will obtain legal advice.
- If a member has concerns about the nature of discussions, this should be raised in the first instance by telephone (not in writing) to the Chief Executive of SFE, whom failing the chairman of the Board.
- **Members must not have formal or informal discussions amongst themselves relating to:**

- Territorial restrictions, allocations of customers, restrictions on ranges of services offered or any other kind of market division.

- Individual company prices, price changes, conditions of sale, price differential, discounts, costs, cost accounting formulae, methods of computing costs.

- Individual company figures on market shares and sources of supply.

- Information as to future plans of individual companies concerning technology, marketing and sales.

- Matters relating to individual suppliers, business partners or customers.

- Of course, internal discussions within a member company or its group are fine; here, we are talking here about discussions between different members.

- **Matters which may be discussed:**

  - Information on non-confidential technical and promotional issues relevant to the industry, including issues relating to technology in general, health, safety and environmental matters, technical standards, regulations and new and proposed legislations.

  - SFE can provide data to an independent third party and receive industry statistics.[1]

- Remember that it is anti-competitive to share confidential information with competitors, even on the basis of a non-disclosure agreement. There is no exemption from competition law just because competitors are discussing, for example, a potential acquisition or joint venture.

Benchmarking

Obtaining information about the competition may also have pro-competitive aspects as it may enable members to better understand where they can improve their own performance and thus they may become stronger competitors. However, care must be taken to ensure it does not lead to an exchange of commercially sensitive information.

5. RELATIONS WITH SUPPLIERS AND CUSTOMERS

The prohibition on restrictive agreements does not only apply between competitors but also between a company and its suppliers and customers. This area is more complex than “hard core” agreements between competitors, like market sharing arrangements discussed earlier. What members can and cannot agree with their customers or suppliers will depend on numerous factors, such as their market share of the given market. Whilst these are issues primarily for each SFE member company, they concern SFE if such arrangements were to be entered into under SFE's auspices (for example, at a meeting organised by SFE). Care should be taken in the following situations:

[1] Provided these are aggregated and historic. They must also not be capable of being disaggregated and be sufficiently historic so as not to be indicative of future conduct.

5.1 **Receiving prices from customers**

If a member receives details of a competitor's prices from a customer, although this may not be anti-competitive in itself, it should keep a record of how and from whom the pricing details have been received. Regulators may assume that this information has been received from a competitor. In addition, the customer may be in breach of confidentiality obligations pursuant to its contract with the competitor.

5.2 **Long-term supply**

Long term supply agreements effectively blocking other supplies from offering and selling to a customer may be prohibited. They can be allowed in exceptional cases, such as those requiring the supplier to make considerable investments.

5.3 **Suppliers and customers who are also competitors**

Entering into agreements with suppliers or customers who are also competitors can be especially problematic. Members should seek legal advice before entering into any arrangements with businesses that fall into this category.

5.4 **Resale price maintenance and restrictions on resale**

It is illegal to impose a minimum or fixed resale price on products or services supplied to customers. Similarly, as a general rule, members may not prohibit their customers from reselling their products/services to whomever they wish or otherwise impose restriction on the use of their products/services.

Before entering into an agreement imposing restrictions on resellers or customers, the agreement should be reviewed by legal advisers to ensure that the restrictions are permissible.

6. ABUSE OF A DOMINANT POSITION

An illegal restriction of competition may also occur when a company or group of companies abuses a dominant position or a position of substantial market power in a way that is detrimental to competition. A company will be dominant if it can act in the market independently of its competitors and customers. A high market share may be an indication of dominance but other factors may be relevant, such as the balance of share of the market between competitors and the ability of new competitors to enter the market. A very rough rule of thumb is that holding 40% or more of a market could indicate dominance. Holding a dominant position is not illegal; it is the **abuse** of that position that is illegal.

The question whether a business is likely to be dominant is a complex one. It is unlikely that SFE would ever be considered dominant in any market. Members should be vigilant as to their own position (but this is a matter for them, not for SFE). If a member thinks that it may be operating in an area of the business where they could have such a position of strength, that member should seek its own legal advice

7. DOCUMENT CREATION

7.1 **Careful language**

It is important to avoid creating records that may prove unhelpful in dealing with competition authorities. **Annex 2** contains some pointers on the sorts of things members should and shouldn't do and illustrates some key issues and considerations. If in doubt, seek legal advice before committing to writing, especially in e-mails which are particularly potent evidence in the hands of competition authorities.

7.2 **Retention**

As regards the retention of documents, it is essential that they are kept in accordance with statutory requirements applicable in the relevant country. Destroying, altering or falsifying documents and records may be illegal and have serious consequences, such as personal criminal sanctions. This is particularly relevant when an investigation or litigation has commenced or is anticipated, as this will be regarded as obstruction of justice.

Annex 1

Agreements: Dos and Don'ts

DOS

- Make decisions about pricing independently of competitors. You may:
    - use publicly available market information, including information provided by competitors, to set prices; or
    - match or adjust your prices to those of a competitor, but only if you do so independently, not after the competitor tells you (directly or indirectly) how he/she is going to act.
- Dissociate yourself from any discussions which stray into discussions of an anti-competitive nature.
- Make decisions about where or to whom you sell independently of your competitors.
- Make all decisions on bids independently of your competitors.
- Only provide information for the purposes of legitimate benchmarking of industry statistics where it is historical or is aggregated so that individual companies` inputs cannot be identified.

DON'TS

- Fix prices with competitors.
- Indicate future prices or price changes to competitors.
- Agree on, or otherwise discuss, bids with competitors.
- Agree on market sharing or customer allocation with competitors.
- Alert competitors of your intentions regarding supply to certain markets/customers/market sectors.
- Impose export bans on customers or fix their selling prices.
- Exchange or agree to exchange price information with competitors or through any trade association or consultancy.
- Share with competitors (or pass on to trading partners on the understanding that they will be passed on to competitors) sensitive commercial information (e.g.: recent or future price data; sales and order flows; market shares; costs; capacity utilisation figures, sales strategy and production levels).
- If your company occupies a dominant market position in any market, do not abuse that position, for example, do not adopt excessive, discriminatory or predatory pricing or refuse to supply without objective justification.

Annex 2

Document Creation Guide

It is important to avoid creating records that may prove unhelpful in dealing with competition authorities. Set out below are some pointers on the sorts of things you should and shouldn't do. It is not exhaustive but aims to illustrate some key issues.

If in doubt, ask before committing to writing, especially in emails which are particularly potent evidence in the hands of competition authorities.

DOS

- Be careful about language used, whether in writing (including emails), in telephone conversations or meetings. A poor choice of words can make a perfectly legal activity appear suspect. It is permissible to receive or exchange between competitors historical information or aggregated information from which individual companies` inputs cannot be identified.

- Assume your communications may be read by competition authorities or made public. Prepare all proposals, presentations and agreements with completion/anti-trust law in mind.

- Keep a contact report of any meeting or discussion you have with competitors, recording the purpose of the meeting or discussion, who initiated the contact and what was discussed and report your concerns.

- State clearly the source of any pricing information (so it does not give the false impression that it came from talks with a competitor).

- Mark communications with the company's lawyers "privileged and confidential legal advice" and keep such documents on a separate file. Keep legal advice in one or more clearly marked files. This does not always guarantee that the documents will be protected from disclosure, but it helps to do so.

- Dissociate yourself from any discussions which stray into discussions of an anti-competitive nature and report your concerns.

DON'TS

- Exchange or discuss confidential business information with competitors. Remember that even if you did not actively solicit the information it can still be unlawful. Even if you do not take a note of such a discussion, someone else may well do so there and then or later, and that note could become evidence in a future investigation.

- Speculate about whether an activity or proposal is illegal. Don't use vocabulary which suggests illegal or secretive behaviour e.g. "Please destroy after reading". If you suspect illegality seek legal advice before continuing.

- Attempt to discuss with competitors prices or any other terms on which you do business.

- Write anything which implies that prices are based on anything other than your independent business judgement.

- Disseminate confidential legal advice beyond those who need to know it; think carefully before forwarding it on to colleagues and don't summarise it for a wider audience in case it loses protection from disclosure.

- Overstate the significance of your competitive position in any communications. Avoid "power" or "macho" language such as "we are going to crush them" or "my plan is to drive them out of the market".

Annex 3

Dawn Raid Guide

In many countries the competition authorities are entitled to carry out surprise visits ("dawn raids") at company premises, in order to copy relevant materials (paper or digital) and/or perform interrogations. They may also raid the premises of suspected facilitators, such as those of trade associations and industry bodies.

If there is a reasonable suspicion that relevant business records are kept at private homes, some authorities (such as the European Commission) have powers to carry out dawn raids at employee's homes, provided they have first obtained a search warrant under national law.

Authorities can also send formal letter requiring companies to provide information on particular agreements or markets. Legal advice should be sought before responding.

In the event of a dawn raid the procedures below should be followed.

Should a group of officials appear at your premises claiming to be from the competition or antitrust authorities or the Competition Directorate General of the European Commission, ask them politely to wait in the reception area or in a room which does not contain documents, files or computers while you contact the senior management of the company.

The officials may not agree to wait. If not, do not force them as this may constitute obstruction. In some jurisdictions (e.g. the UK) it can be a criminal offence meaning personal liability for those found guilty to fail to comply with an investigation requirement or to make a false or misleading statement.

Arrange for a senior person to join you as a matter of urgency.

The senior managers and/or lawyers will need to know:

- How many inspectors there are, the name of their organization and the identity of the head official.
- Are there inspectors at any of the company's other sites (ask them)?
- How long the inspectors are prepared to wait for legal advisers to arrive?
- What product areas they are interested in?
- Convey this information to the lawyers and to the senior manager who arrives to take over from you. Politely decline to answer any questions put by the inspectors until the company's lawyers and/or senior manager arrives.
- Ask for and take a copy of the document authorizing the officials to carry out the inspection.

Please note it is a criminal offence in some jurisdictions to falsify, conceal or destroy documents that might be relevant to an investigation.

Annex 3A contains a summary of basic "Dos and Don'ts" in the event of a Dawn Raid which you may find helpful.

Annex 3A

Dawn Raid Dos and Don'ts

DOS

- Have the inspectors shown to a room in which no documents or files are kept. If they refuse, do not force them. They will want to ensure there is no deletion of emails or destruction of documents. Give them that assurance.

- Ask to see the document setting out the subject matter and purpose of the inspection. Ask if they have a warrant. Ask for proof of identity of the officials and evidence of authorisation. Take copies of all documents. Ask if inspections are taking place at other sites.

- Contact the most senior person at the site.

- Inform the inspectors that you are calling the company's lawyers to obtain legal assistance. Ask them how long they are prepared to wait for lawyers to arrive. Fax or email the documentation taken from the officials to the lawyers.

- Create a team to manage the inspection. One person from the senior management should coordinate the company's response. The team should include, as a minimum, a dedicated note taker, the in-house lawyer (if there is one) and an IT specialist.

- If the inspectors commence the inspection before the lawyers arrive do not obstruct them but state that in doing so they are overruling your reasonable request. Ask them to note this.

- Ask the inspectors to confirm how they intend to conduct the inspection i.e. what will they be doing and how will they be doing it.

- Make sure each inspector is shadowed by someone from the company to take detailed notes on what they are looking at and asking and any other discussions.

- The IT specialist should explain the IT environment and facilitate access to the computer servers, laptops, blackberries and any other devices requested. Detailed notes on what the inspectors are doing should be taken.

- Answer factual questions about documents (e.g. the titles/roles of people). If you or a colleague is served with a notice requiring an interview on substantive issues (see powers overleaf), request access to a lawyer.

DON'TS

- Do not panic! Stay calm, co-operative and courteous but, if necessary, be firm while you seek legal advice.

- Do not try to stop the inspectors or tell them what to do without asking your lawyers.

- Do not destroy documents or delete electronic records. Inform staff that an inspection is underway and that no documents should be deleted or destroyed. Seal shredders to avoid this.

- Do not allow inspectors to wander around the office unaccompanied.

- Do not allow staff to discuss any matter with the inspectors. All communication should be directed to the team managing the inspection or your lawyers.

- Unless they have a criminal warrant, do not allow inspectors to take irrelevant material clearly outside the scope of their authorisation documents (check scope of product/services and geographic area covered, for example).

- Do not allow the inspectors to look at or take possession of correspondence with in-house or external lawyers. Request that it is set aside until your lawyers arrive.

- Do not allow anyone to tell your competitors you are being raided. Contact your press office or communications team so that they can consider a media statement.

- Do not volunteer information which goes beyond answering specific questions about where documents can be found, explanations of those documents, the IT environment, how the business is structured and what certain jobs entail. Do not express opinions or blame others. Do not submit to an interview without requesting access to a lawyer.