

VONTIER ANTITRUST COMPLIANCE POLICY

Contents

I.	Purpose & Scope	2
A.	Purpose	2
B.	Scope	2
II.	Requirements.....	2
A.	Dealings with Competitors.....	3
1.	Prohibited Conduct	3
2.	Potentially Sensitive Areas	3
3.	Trade Associations	5
B.	Dealings with Customers and Suppliers.....	6
1.	Refusals to Deal	6
2.	Exclusive Distribution Arrangements	6
3.	Tying and Bundling Arrangements	7
4.	Loyalty or Market Share Discounts.....	7
5.	Exclusive Contracts and Long-Term Contracts	7
6.	Sales Below Costs.....	8
7.	Price Discrimination.....	8
8.	Restrictions on Resale Pricing.....	8
9.	Reciprocal Requirements	9
10.	Interfering in Downstream Competition	9
11.	Acquisitions, Mergers and Divestitures.....	9
C.	Care in Communicating.....	9
D.	Application of Antitrust Laws to Social Media.....	100
E.	Government Investigations.....	111
F.	Legal Consequences of Antitrust Violations	11
III.	Resources and Contact Information.....	12
A.	Advice and Questions	122
B.	Raising Concerns	122
C.	Discipline for Non-Compliance	133



I. Purpose & Scope

A. Purpose

Vontier Corporation and its operating companies (OpCos; Vontier and OpCos are referred to in this Policy as “Vontier”) strive to compete vigorously and fairly and in compliance with all laws, including antitrust or anticompetition laws (for ease of reading, “antitrust laws”). These laws are generally designed to promote fair and open competition and ensure a level playing field.

This Vontier Antitrust Compliance Policy (“Policy”) is intended to help you:

- understand which actions are consistent with the Vontier Code of Conduct;
- act consistent with our shared Purpose & Values;
- understand how to recognize potential antitrust law issues; and
- understand what behaviors are permissible under applicable laws.

All matters that may be antitrust sensitive should be reviewed in advance with your Legal Department to eliminate or reduce the antitrust risk associated with a proposed activity or interaction.

B. Scope

This Policy applies to all employees of Vontier and each OpCo, and each of their contractors, agents, or other third parties acting on behalf of Vontier and its OpCo’s.

II. Requirements

Over 100 countries have adopted antitrust laws and Vontier must comply with the laws of those countries where we do business.

Even in a country that does not have its own antitrust law, however, there may be potential antitrust risks. For example, activities pursued entirely outside the United States may still be subject to its antitrust laws if they have a direct, substantial and reasonably foreseeable effect on domestic or foreign commerce of the United States. The European Union’s and other countries’ antitrust laws contain similar concepts of extra-territorial application. As a consequence, proposed conduct may need to be evaluated both under the antitrust law of the country where the conduct will occur and of other countries that the conduct may impact. Always consult with the Legal Department to determine which antitrust laws are applicable.

The following are examples of business areas that may raise antitrust concerns. This list is not comprehensive, so consult with your Legal Department for additional support and guidance.

A. Dealings with Competitors

1. Prohibited Conduct

Antitrust laws require Vontier to determine our strategy, prices, and other terms of sale independent of our competitors. As a general rule, except as discussed in A.2 below, contact with competitors regarding any Vontier business matter is prohibited. Specifically, Vontier must not discuss, communicate, or enter into any agreement or understanding with competitors to:

- Fix sale or purchase prices, including discounts and rebates (“price-fixing”);
- Fix other terms of sale or purchase (such as credit terms);
- Share marketing or product plans, pricing, methods, or costs;
- Restrict supply, output or capacity;
- Refrain from supplying a product or service to a customer or potential customer;
- Divide markets or customers;
- Exclude competitors from a market; or
- Engage in bid-rigging (e.g., when two or more bidders agree that one party will refrain from bidding, coordinate bid amounts/details, or withdraw a submitted bid) or prepare or coordinate a bid to be submitted by a competitor in order to meet a minimum number of bidders’ requirement. Note: submitting a single bid jointly (joint-bidding) may be permitted and you should seek Legal Department approval for such activities.

The mere existence of any such agreement or coordinated activities by competitors as described above, whether formal (a contract) or informal (a handshake) may be an antitrust violation, even if the action enhances rather than harms competition. An agreement can be written or oral, and the existence of an agreement can be inferred from conduct and other circumstances. For example, the disclosure of pricing information to a competitor might be treated as price fixing even where there is no actual agreement with the competitor to fix prices. Even “signaling” price increases/decreases through third parties (e.g., trade press) can create a potential violation. For this reason, avoid conversations and communications with competitors (directly or through third parties) about matters or information regarding their competitive products or services. Be alert to contact of any kind, including trade association activities, meetings of government sponsored groups, and social gatherings. If a competitor communicates with you regarding their competitive products or services, whether through a third party or directly, you must promptly report the incident to your Legal Department and the Legal Department shall escalate to the Vontier contact named in the Vontier Escalation Policy.

2. Potentially Sensitive Areas

Not all communication with competitors is illegal. There are certain types of conduct/interactions that are not considered harmful to competition in appropriate situations. These situations are evaluated in light of surrounding facts and circumstances to determine whether they present significant antitrust risk. Consideration is given to whether the conduct would likely have anti-competitive effects, and whether the risk of anti-competitive harm is outweighed by the pro-competitive benefits. All matters that may be antitrust sensitive should be reviewed in advance with your Legal Department.

The following are examples of potentially antitrust sensitive conduct which should be reviewed in advance by your Legal Department:

- Product Standards. Product standards and industry procedures can reduce costs and help increase competition, but in some situations, they can decrease choice for customers and reduce competition. Consult with your Legal Department to determine whether a particular standardization effort complies with antitrust laws.
- Competitors who are customers or suppliers. Vontier sells many different product lines, including to companies that are competitors in some product lines. In considering whether to establish a purchasing or supply arrangement with a Vontier competitor, limit communications to what is required for a prospective sale or supplier transaction. You can undertake a good faith investigation and request/provide proprietary data important to the potential arrangement in the same way you would for other customers or suppliers; however, this data must not be used for other Vontier purposes.
- Gathering Competitive Intelligence. Gathering competitive information from legitimate sources is legal and can be important in making business decisions; however, competitive information must not be obtained improperly.
 - It is acceptable and permissible to use legitimate public sources to gather competitive information. Examples of such sources include news articles, internet resources (provided you do not misrepresent yourself or Vontier to access/obtain the information), SEC filings, analyst reports and other documents available in the public domain.
 - It *may* be acceptable in certain circumstances to exchange competitive information that is not in the public domain, such as information exchanged with (i) customers/distributors/channel partners, provided the exchange does not violate any confidentiality obligations owed by the customer/distributor/channel partner to the competitor and the competitor is not using the customers/distributors/channel partners as a conduit to exchange competitive information, (ii) consultants and other third parties engaged to gather competitor information, provided they do not use improper means to gather information, or (iii) directly with a competitor that is also a customer, but only in the context of the products you are selling to that

competitor. You should consult with your Legal Department for review and approval prior to engaging in any such exchanges.

- It is never acceptable to use improper means to obtain competitive information, such as by (i) theft, hacking, bribery, using misrepresentations or “half-truths” to solicit information, (ii) exchanging information directly with competitors (e.g., prices, price lists, costs, market/customer information, contract terms); except as specifically described in the preceding paragraphs, or (iii) obtaining competitively sensitive information from third parties who are not authorized to disclose it or where it is clear or suspected that the information is intended to be treated as confidential (e.g., proprietary or confidentiality legend marked on document) or where the competitor intends to use the third party as a conduit to share competitive information with Vontier or its OpCo’s.
- It is strongly recommended that you document all sources of competitive information in writing as evidence that the information was properly obtained.
- Industry Surveys. Industry surveys can provide a source of competitive intelligence, but great care must be taken to ensure that the survey does not violate competition laws. Participation by Vontier or its OpCo’s in any industry survey must be approved by your Legal Department to ensure that proper limitations are observed.
- Joint Efforts. Other types of joint efforts, like strategic alliances and joint ventures, may be considered reasonable and lawful depending on the circumstances. Review all proposed joint efforts with your Legal Department before entering into such arrangements. It is strongly advised that expert antitrust counsel reviews these types of arrangements.

3. Trade Associations

Trade associations serve many lawful, pro-competitive purposes, such as exchanges of information on regulations, as well as lobbying and promotion of an industry. But trade association meetings and other industry meetings raise concerns under the antitrust laws because they are meetings of competitors. United States antitrust agencies have prosecuted companies for engaging in illegal conduct occurring through trade association meetings, and in the European Union trade associations are treated with particular suspicion. Follow the guidelines below to ensure that Vontier’s or your OpCo’s trade association activities do not raise antitrust concerns. These guidelines apply to both formal meetings and informal interactions related to the trade association meetings.

- Obtain your Legal Department’s review and approval before Vontier or your OpCo joins a trade association or an employee becomes an officer of a trade association. (Such approval should generally include review of the charter, by-laws, or other similar documentation governing or describing the operation of the association.) It is advisable to have antitrust counsel present at meetings with competitors or industry. Your Legal Department can advise and guide you on this.

- Ensure that written meeting agendas are distributed before trade association meetings, and it is also good practice for meeting minutes and a list of attendees to be maintained.
- Limit conversations with competitors outside of the formal meeting to only pleasantries. Such conversations should not include even discussion of business or the business climate.
- Immediately speak up if a competitor brings up prohibited business topics. You should inform everyone present that discussing this matter is improper and that you will not discuss the prohibited subject. If the competitor continues, you must leave the meeting immediately and promptly report the incident to your Legal Department and the Legal Department shall escalate to the Vontier contact named in the Vontier Escalation Policy.
- Do NOT provide competitively sensitive information about Vontier or its OpCos, including pricing and supply information, without obtaining advanced approval from your Legal Department.
- Do NOT discuss pricing and costs with any non-Vontier trade association member, the terms of any member's dealings with any supplier or customer, allocation of customers or markets, standardization of contract terms, marketing or product plans. This is true even if such information is available publicly.

B. Dealings with Customers and Suppliers

1. Refusals to Deal

Generally, Vontier has the right to choose with whom we will do business; however, the antitrust laws create two important exceptions to the general rule:

First, while Vontier can unilaterally make decisions about with whom we will deal, Vontier cannot make an agreement with a competitor to boycott a customer, supplier, or other company. If we decide not to deal with a customer or not to sell in particular markets, we must be able to defend that decision as being Vontier's independent decision.

Second, if Vontier could be found to possess monopoly power in a market, the refusal to deal with a customer or supplier may support a charge of abuse of that power and illegal monopolization. Whether Vontier has monopoly power requires consideration of a variety of factors, but is generally understood to mean having both a high market share and an ability to affect pricing in a product category. Where monopoly power exists, Vontier has a special responsibility not to abuse such position. This means that actions which are normally treated as routine commercial practices could now be considered abuse of market power. Such actions might include loss leading or pricing that could be deemed predatory, loyalty rebates, insisting on exclusivity with suppliers, tying or bundling arrangements, refusing to supply a necessary input to a downstream competitor, or raising prices to a level that would not be sustainable absent the dominant market position.

If you have any concerns about whether a decision not to deal with a particular third-party exposes Vontier to antitrust risk, consult with your Legal Department before taking any action.

2. Exclusive Distribution Arrangements

It is generally lawful for Vontier to appoint an independent distributor as our exclusive distributor in a specified geographic area. In limited circumstances, however, it may be unlawful for us to place certain types of restrictions on our exclusive distributors. For example, it may be unlawful for us to prevent distributors from selling outside of assigned territories, only to certain customers, or to prohibit internet sales.

In addition, in certain situations it may be unlawful to restrict distributors to selling only our products to the exclusion of similar products made by our competitors. Whether such restrictions are lawful under the circumstances depends on the reasonableness of their effect on competition.

European competition law *generally* allows Vontier to appoint an independent distributor as our “exclusive” distributor in a specified geographic area (e.g., in a particular EU Member State) or for a particular customer, as long as Vontier’s market share for the particular product does not exceed 30%, and we allow other distributors to fill unsolicited orders that come from the “exclusive” territory or customer group (so-called “passive sales”).

Given the fact-specific legal analysis required, you must obtain prior approval from the Legal Department before placing restrictions on our distributors. Further, given that antitrust law varies from country-to-country, you should seek country-specific guidance on exclusive distribution arrangements.

3. Tying and Bundling Arrangements

A “tying” arrangement is an agreement in which a company insists that it will not sell a customer one product unless the customer also purchases a different product.

A “bundling” arrangement is an agreement in which a company sells two or more products separately to a customer but offers the customer a lower price for purchasing the two together (a “bundle”).

Because the legality of tying, bundling, and similar arrangements depends on a number of complex legal and economic factors, you must consult with your Legal Department and receive prior approval before entering into any such arrangement.

4. Loyalty or Market Share Discounts

Discounts based on customer purchase volumes are common and generally do not raise antitrust concerns; however, “volume,” “loyalty” or “market share” discounts may raise antitrust issues if Vontier has a monopoly or near-monopoly position in the product and the discount creates strong incentives for customers to buy exclusively or almost exclusively from Vontier. Contact your Legal Department before offering volume, loyalty or market share discounts on products for which Vontier might have a market share over 30% in the market where the offer is being proposed.

5. Exclusive Contracts and Long-Term Contracts

Generally speaking, Vontier may enter into long-term, exclusive contracts as long as the term of the agreement is commercially reasonable. We may also negotiate with a supplier for “exclusivity” within our industry for a reasonable term if there are other suppliers to satisfy our competitors. Your Legal Department should review and approve any exclusive purchase or supply agreements likely to cover a long period of time or a substantial portion of the market, again keeping in mind that laws on exclusive and long-term contracts can vary from country-to-country.

6. Sales Below Costs

Where Vontier’s pricing is below Vontier’s costs, taking into account discounts and rebates, that pricing could be considered unlawful. Any such proposed sale should be brought to your Legal Department before agreeing to below-cost pricing.

7. Price Discrimination

In the United States and some other countries, certain types of price discrimination are illegal. While there are important nuances, the law basically provides that if a buyer pays more for a product than its competitors in comparable circumstances, that buyer might have a claim against the seller for price discrimination. The law also prohibits Vontier from providing promotional allowances and services on unequal terms to competing customers.

Offering lower prices to one buyer and not another, however, may be justified in some circumstances, such as:

- Where the different discounts are justified by differences in the cost of servicing the two customers;
- The buyer is providing real services of value that Vontier would otherwise have to provide, such as in the case of distribution partners, carrying stock on hand, generating and distributing product catalogs, and maintaining staff to demonstrate the product to prospective customers; or
- Vontier is “meeting competition” by responding to a good faith belief that the buyer has received a lower price quote or will move its business elsewhere.

If there is any concern that a price being offered by Vontier might constitute price discrimination, or that Vontier is being subjected to price discrimination, consult with your Legal Department.

8. Restrictions on Resale Pricing

Vontier may not force any independent distributor or reseller to sell at a particular price or within a particular range. We can set a manufacturer’s suggested retail price (“MSRP”), but each distributor and reseller must remain free to set its own resale price. We may have more freedom with other restrictions discussed below.

- MSRP. We can suggest resale prices to distributors or other resellers, as long as we don't seek their agreement to follow the suggested resale prices. In addition, we can make co-op marketing funds available only for advertising that reflects the MSRP, as opposed to another price.
- Pre-announced termination policy. We can announce beforehand a policy of selling only to resellers who follow suggested resale prices and then terminate those resellers who do not observe the policy, as long as there is no agreement with the resellers to follow our suggested resale prices.
- No-haggling requirement. We can insist that a distributor disclose its selling price upfront and avoid haggling as long as the distributor, not Vontier, determines the distributor's selling price.
- Supporting our product. We can set the number and location of distributors. In many circumstances, we can require each distributor to sell our entire line or just certain products; prohibit sales to certain customers such as brokers; and even insist that distributors adequately promote our products.

Contact your Legal Department before instituting any of these types of arrangements, including any related program, such as minimum advertised pricing requirements.

9. Reciprocal Requirements

Agreements to purchase goods or services on the condition that the customer or supplier will make "reciprocal" purchases from Vontier may violate antitrust laws. It is Vontier's policy to purchase solely on the basis of price, quality, and service and as a general rule not to engage in reciprocal dealing. Avoid any appearance of an agreement or understanding that links Vontier's purchases from suppliers to their purchases from us. Contact your Legal Department if you are considering entering into an arrangement that could be perceived as involving reciprocal dealing.

10. Interfering in Downstream Competition

Vontier's customers and channel partners (distributors, representatives, resellers, etc.) who sell our goods and services compete against each other when they sell to end user customers, and the same rules that apply to Vontier when we compete against rival manufacturers apply to our channel partners in that capacity. Specifically, we must be careful to avoid problematic behavior under antitrust laws in dealing with channel partners competing against each other to sell our goods or services, for example by sharing one distributor's pricing information with another or directing a distributor to bid in a tender at a certain price.

11. Acquisitions, Mergers and Divestitures

Antitrust authorities closely scrutinize acquisitions, mergers, and divestitures because they change market structure and could alter the competitive market. It may be necessary to make pre-merger notifications filings and seek government approval in a number of affected jurisdictions before moving forward with a transaction. You should involve both

the Vontier Corporate Development team and your Legal Department at the outset of discussions of contemplated mergers, acquisitions, or divestitures.

C. Care in Communicating

In performing your job, you should take great care in communicating, whether by email, text, or letter. (Also see social media below on personal communications.) Remember everything you communicate may become evidence in a lawsuit or even become inadvertently public (e.g., hacking). Electronic communications such as email and text messages may be stored for an indefinite period even though they may have been deleted from the devices of those who wrote, sent, or received the communications. A good rule of thumb while you are drafting a communication is ask yourself whether you would be comfortable if that communication was read by an antitrust regulator or appeared in the press. Below are some guidelines for avoiding communications that may give the appearance of wrongdoing or otherwise raise antitrust concerns:

- DO NOT use misleading or ambiguous language that could convey an erroneous suggestion of anti-competitive conduct. Such language may be readily understood by the recipient, but you may find it difficult to explain to a regulator, judge or jury. Sarcasm, for instance, might be understood by your intended recipient but could become damaging “evidence” of bad intent when read out of context.
- DO NOT use words suggestive of improper behavior, such as “please destroy or delete this after reading” or “I shouldn’t be saying this but . . .”
- DO NOT exaggerate, particularly when discussing the significance of Vontier’s competitive position or market strategies, e.g. “we dominate the market,” “this will cripple the competition,” etc.
- DO NOT guess the legal consequences of Vontier’s actions. Leave legal advice and conclusions to the lawyers – stick to the facts. Consult your Legal Department on any questions involving antitrust requirements.
- DO NOT describe the competitive activities of others in ways that are objectionable. Customers are lost, not “stolen.” Price cutting is not “unethical.” Persons who charge higher or lower prices than Vontier are not “mavericks” or “irresponsible.”
- DO NOT use language that might suggest collusion, e.g. “industry agreement,” “industry practice,” or “tradition in the industry.”

D. Application of Antitrust Laws to Social Media

Vontier recognizes that many employees have personal accounts on social media sites, including LinkedIn, Twitter, and Facebook. These sites provide opportunities to connect directly with other individuals and also to participate in groups with shared interests, including groups of industry participants. Use of social media, however, also encompasses antitrust risks both to the employee and to Vontier.



Encouraging or facilitating anticompetitive activities is illegal, whether occurring through personal or work-related social media or other communication methods. Exchanges on social media, including postings on message boards, comments on posts, or even participation in industry-related affinity/interest groups, may be introduced as evidence of unlawful agreement. For example, if a social media post contains information about Vontier (or a competitor) entering a particular market, or non-public pricing of a product, it could implicate antitrust laws if a competitor views these posts and decides to act similarly in the marketplace. Such inappropriate postings on social media can create immediate and lasting damage for the employee and Vontier.

When using social media, keep these guidelines in mind:

- DO use common sense. If you would not say or disclose something in person, or at a trade association meeting, do not post it or comment on it through social media, either in your own name or “anonymously.”
- DO NOT discuss prices or pricing information, or other competitive information, with a competitor. Likewise, never post, comment on, or review non-public information about Vontier’s prices, or the prices of Vontier’s competitors, or other terms affecting pricing, on social media.
- DO NOT participate in any exchange of inappropriate information you discover posted on social media concerning Vontier or its competitors. Cease viewing the information and seek advice from your Legal Department.
- On your personal social media accounts, NEVER purport to represent the views of Vontier (e.g., “I work at a Vontier company, and we believe…”).

E. Government Investigations

It is Vontier’s policy to cooperate fully with investigations by government authorities, including investigations of alleged antitrust violations.

If you are contacted by a representative of a government agency regarding potential antitrust violations (including in person, by telephone, or by email), you should immediately notify your Legal Department for assistance in confirming the identity of the representative and advice on who should respond and how. Your Legal Department will also immediately notify the named Antitrust Point of Contact in the Vontier Escalation Policy.

In the event of a government inquiry, investigation, or raid, please also consult the [*Manual and Standard Work Regarding Unannounced Government Investigations and Raids*](#).

F. Legal Consequences of Antitrust Violations

The consequences of an antitrust violation are serious, both for Vontier and for any employee whose conduct is the basis of the violation. For instance, in the United States individual employees convicted of violations of the antitrust laws can be fined up to \$1 million and sentenced to up to ten years in prison. Corporations can be fined up to \$100 million per violation. In addition, actual and alleged victims of an antitrust violation, including customers, suppliers, and competitors, can file lawsuits seeking significant



damages from the company and from participating employees. These civil actions in the United States often “snowball” into costly class actions and/or State Attorney General suits.

A violation of the European Union’s antitrust laws can result in fines of up to 10% of worldwide revenues. Authorities can also issue orders severely restricting the Company’s business conduct.

III. Resources and Contact Information

A. Advice and Questions

If you ever have questions about this Policy or compliance with the law, please consult a member of your Legal Department. Where possible, such consultation should occur before the conduct about which you have concerns occurs, and if not before as soon as possible after.

B. Raising Concerns

As set forth in Vontier’s Code of Conduct, if you become aware of a situation that may involve a potential or actual violation of this Policy or other wrongdoing that affects our business, you have a duty to [Speak Up!](#) and report the issue as soon as possible. Established in Vontier’s Code of Conduct are several methods of raising issues and concerns which are listed below, any of which are appropriate to use in the event you have a concern to report or a question to raise. Regardless of the specific method used to report, concerns about potential violations of this Policy must be reported promptly through any of the following means:

- i. Your immediate supervisor or manager;
- ii. The Legal, Compliance, Finance, or Human Resources Department at your Vontier OpCo;
- iii. Any member of the Vontier Corporation Internal Audit staff;
- iv. Vontier Corporation’s Legal, Compliance, Finance or Human Resources Department;
- v. Senior Leaders at your Vontier OpCo or Vontier
- vi. The Vontier Integrity and Compliance [Helpline](#). Reports to the Vontier Integrity and Compliance Helpline may be made anonymously, if allowed by local law. Please note, however, that maintaining your anonymity may limit Vontier’s ability to conduct a thorough investigation. Therefore, you are encouraged to provide detailed information, including your identity, when making a report;
- vii. Any member of the Vontier Corporation Board of Directors.

All employees are encouraged to raise questions when unsure about any integrity or compliance issue and are required to report any actual or potential violations of law, our Code of Conduct or other Vontier policy immediately, unless otherwise provided by local



law. In bringing questions or violations to management's attention, you are helping to ensure Vontier achieves and sustains the highest levels of integrity and compliance and to build the foundation of our future success.

Here are some other important points to keep in mind about reporting violations:

- i. No Employee should report any violation to any person who you believe may be involved in the violation.
- ii. If you raise a concern and the issue is not resolved, you should raise it through another channel.
- iii. Remember, Vontier does not allow any retaliation against any employee who reports a concern in good faith.

C. Discipline for Non-Compliance

Failure to comply with this policy may lead to discipline, up to and including termination.