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GLOBAL ANTI-TRUST POLICY

1. Purpose

The purpose of the Gearbulk’s Global Anti-Trust Policy is to promote compliance with all Anti-Trust laws. Anti-trust laws are designed to:

- Guarantee free and open competition in a free market economy; and
- Prohibit anti-competitive behaviour from either individuals acting alone or multiple players acting together.

2. Why Do You Need to Understand Anti-Trust Law?

All employees have a responsibility to ensure that they do not violate any Anti-Trust laws or Gearbulk’s Anti-Trust Policy. Remember:

- Gearbulk conducts business all over the world;
- Each country has its own Anti-Trust laws. Even though they may follow common principles, there are differences between them that may result in some actions being considered legal in one location but illegal in another;
- Anti-Trust enforcement is conducted both at a national level and through cooperation between governments worldwide; and
- Our business dealings may impact more than one country and therefore be subject to several Anti-Trust laws and jurisdictions.

Therefore, you need to be familiar with Gearbulk’s Global Anti-Trust Policy as well as local laws that may apply to you, and you must be able to recognise when you need to seek advice from.

3. What do Anti-Trust Laws Target?

- Price fixing with competitors
- Market sharing and customer sharing with competitors
- Co-operation with competitors in relation to tenders (bid rigging)
- Agreements between competitors to restrict supply or boycott customers.

3.1 Dominant Market Position

Gearbulk needs to be extra vigilant where it could be construed that it has or had a dominant market position.

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The way that a dominant position is determined can vary significantly between jurisdictions. Therefore, a simple legal definition or single rule to determine whether a company has a "dominant position" does not exist.

For example, different levels of market share criteria are applied in US, EU, and Brazilian jurisdictions. Determining whether a dominant position exists is based on economic analysis rather than legal definition. As a result, market share thresholds must be considered in conjunction with other competitive parameters, such as;

- Size of turnover;
- Economic effect on other participants in the market, such as customers, suppliers and competitors; and
- Proposed commercial structures, and Market definitions

3.2 Market Definitions

The way in which the market is defined is very important in relation to how Anti-Trust legislation is applied. For example, the EU and other jurisdictions apply Anti-Trust principles that vary according to the following categories of maritime transport:

- Scheduled liner service;
- Tramp; and
- Specialised neo-bulk transport.

Due to the specialised Open Hatch Gantry Craned (OHGC) vessels, Gearbulk's pulp trade falls under the "Specialised neo-bulk transport" category. Since legal practise and case law within this area is limited, we have to be extra vigilant when it comes to Anti-Trust matters, and as a result legal advice may be required.

4. Penalties for Violation of Anti-Trust laws:

Gearbulk operates in different countries and is therefore exposed to different civil and/or criminal penalties. **These penalties are subject to regulatory changes and must be consulted for in the country one operates in.**

4.1 Anti-Trust Enforcement:

Enforcement can reach beyond the borders, and many government agencies work cooperatively through bilateral or multilateral agreements to investigate and enforce Anti-Trust laws. You may be subject to the Anti-Trust laws of another country if your conduct affects the commerce of that country.

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4.2 Damages:

Gearbulk could also be exposed to claims for damages if a customer or competitor can show that they have been harmed by anti-competitive behaviour.

5. Major Areas of Risk Under Anti-Trust Laws

The major areas of risk under Anti-Trust laws are:

- Price Fixing;
- Clandestine Discussions;
- Market Sharing and Allocation;
- Tying/Reciprocal Dealing;
- Boycotts and Refusal to Supply; and
- Mergers and Acquisitions.

The explanations for the above can be found in the internal appendix to this Policy.

5.1 Topics that may be discussed with competitors

When you communicate with competitors, either in the course of business or in a social context, you may discuss matters of general interest, industry standards and common problems such as pollution and environmental requirements.

Furthermore, you may discuss legislative initiatives, reports from brokers, market research and trade publications as well as other industry related information, which can be regarded as generally known or public information.

You may also discuss the supply and demand conditions in the various markets on a general basis, but you must be careful to ensure that these discussions cannot be misconstrued as an attempt to fix prices, share markets or customers or to constrain supply.

It is imperative that interactions with competitors are properly documented. This must be done within the department monthly report - even if there has not been a breach of Anti-Trust laws.

6. Shipping Contracts

As a legitimate part of our business, we enter into Cargo Relet and Time Charter arrangements. However, we must ensure that by doing so we do not breach Anti-Trust laws.

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6.1 Cargo Relet Arrangements

Cargo Relets are arrangements whereby we agree with another owner or operator to book cargo on a vessel that we commercially control or agree with another owner or operator to book cargo on a vessel that they commercial control.

Please note that it is legal to enter into “Relets” with competitors, however, the rates and contract terms applied to relet agreements have to be negotiated on the same commercial market basis that we would offer or accept from an owner or operator who was not a competitor. This is known as an “arm’s length basis”.

We need to be vigilant, and may need to take legal advice, in a situation where one “Relet Agreement” is dependent on another “Relet Agreement” being put in place with the same counterparty. An arrangement where we “relet” on one trade, whilst agreeing to “relet” on another trade could be considered as sharing and or dividing a particular market or trade(s) and if so, could be deemed illegal. Where the arrangements are complicated, legal advice must be obtained. In such a situation you must raise the issue with the (GLT) who will determine whether legal advice is required.

It is important that Gearbulk does not exchange customer contracts terms with the competition. It is also important to ensure that information given to a competitor could not be used for anticompetitive purposes, but it is permissible to agree the same freight rate as agreed with the customer, provided this is always on an arm's length basis.

We must always ensure that any information that may be used for anti-competitive purposes is never given to a competitor. The competitor should not be informed if the rates agreed are the same as the rates charged to the customer, nor should they be informed of GB’s future intentions and which customers we may intend to continue dealing with.

When negotiating a relet agreement, it is imperative that the Contract approval process is followed and the relevant details disclosed in the Department monthly report; even if there has been no breach of Anti-Trust laws.

6.2 Time Charter Contracts

Time charter contracts to or from a competitor must be approved in accordance with Gearbulk’s contract approval process. Such agreements must be negotiated on a commercial (arm’s length) basis, as we would with any other owner or operator.

6.3 Joint Bids

An agreement to submit a joint bid with a competitor in relation to one or more customers’ requirements, or even the discussion of same, needs prior approval by the GBH’s board. The agreement must be reviewed by legal counsel before it is finalised. All joint bids must be disclosed to the customer.

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7. Documenting Our Interaction

In order for employees and the company to be protected it is important that our interaction with competitors is properly documented. It is likely that employees who perform commercial activities will come into contact with competitors through their day-to-day activities, and it is imperative that these interactions are properly documented. Such interactions should be documented within the Department Monthly report; regardless of whether a breach of Anti-Trust law has occurred.

All employees must advise their Head of Department of any interaction that they have had with a competitor or where relevant.

8. Whistle Blowing

If you have concerns regarding the compliance with Anti-Trust legislation and / or the Gearbulk policy, you should report your concerns in the following way:

- Your supervisor or department head
- The Compliance Team
- Human Resources
- Branch Office Manager
- Company's board of officers' members
- Call or submit a case to Navex Global, either in full name or anonymous.

Reporting to Navex Global can be made through the Gearbulk EthicsPoint or by a locally freephone which number you can find according to your location on the same website.

Gearbulk reinforces that all complaints can be done anonymously. If you're making a complaint, you can choose if you want to be identified or if you want the complaint to be anonymous.

Reporting of potential breaches of this Policy is considered loyal and will be treated in a responsible manner. Whoever reports such incidents will not experience any negative consequences.

9. Notification

Contact your manager or Legal department at any time if:

- You have questions about the Gearbulk's Global Anti-Trust Policy;
- You would like further information about local Anti-Trust laws; and
- You need guidance in regards to a specific business situation that raises Anti-Trust concerns.

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10. Conclusion

Every employee must remember that they have a responsibility to adhere to Gearbulk's Anti-Trust Policy and to follow Anti-Trust laws.

- **Careful language will not avoid an Anti-Trust violation when the conduct is in fact illegal;**
- **Think before you speak or write;**
- **Consult with the Head of Risk Management or the Legal Department whenever in doubt;**
and
- **Gearbulk's Anti-Trust Policy can be found on Gearbulk Connect in the Policy section.**

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