February 2002

FLEXIBLE PACKAGING ASSOCIATION
ANTITRUST COMPLIANCE POLICY AND GUIDELINES

The Flexible Packaging Association (FPA) is an association formed to assist its member converters, suppliers, and others involved in the flexible packaging industry in meeting the needs of customers and the public for economical, effective, and innovative packaging solutions. The Flexible Packaging Association is the leading trade association that represents manufacturers (converters) of flexible packaging and their suppliers

FPA has a long and consistent commitment to antitrust compliance in all of its activities. FPA counsel review agendas and materials included for circulation at each FPA meeting; provide an antitrust reminder at the beginning of FPA meetings; and monitor the proceedings at those meetings. In addition, a written antitrust reminder is provided to each participant at each FPA meeting. A copy of that written reminder is reprinted on the back cover of this manual. Through these and other efforts, FPA continually seeks to ensure that its activities can never be regarded as raising even a risk of antitrust violations.

As a further service to its members and others, FPA is providing the following model antitrust compliance manual and guidelines. Additional copies are available through FPA. Members who would like to adopt the manual and guidelines as their own are encouraged to contact Richard S. Silverman or Philip C. Larson at Hogan & Hartson L.L.P. (202/637-5600) for permission to reprint the manual and guidelines.

We hope that these materials will be useful in helping both your Company and FPA to fulfill our shared commitment to full and consistent compliance with antitrust laws.

A MODEL ANTITRUST

COMPLIANCE MANUAL

HOGAN & HARTSON
L.L.P.

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Preface

In any substantial business organization there are many employees who can create serious antitrust problems for the company in the United States. The commands of the U.S. antitrust laws, however, are not intuitively obvious, and employees have to be educated about them. Corporate counsel may recognize the need to develop some written instructions, but may not know exactly how to begin.

This Model Antitrust Compliance Manual is intended to be a beginning – a starting point for a Manual which can be tailored to meet your company's individual needs. The Manual assumes that corporate counsel will want to be consulted whenever one of your company's employees encounters a situation which may raise antitrust issues. Consistent with that assumption, the Model Manual provides a broad view of the U.S. federal antitrust laws and intentionally states more rigorous guidelines than the law may actually require. Some companies may want to expand on particular parts; other companies may find certain parts are unnecessary. Despite these individual variations, the Model Manual should make it easier for corporate counsel to develop their own compliance materials for distribution to company employees. Alternatively, your company may wish instead to deliver copies of this Model Manual to company employees along with a statement that it represents company policy. If so, please contact this firm for permission to make the necessary copies.

This Model Antitrust Compliance Manual was drafted by members of our firm who specialize in antitrust laws. We will be pleased to respond to any questions you may have about it and to provide additional guidance concerning U.S. state antitrust laws and about competition laws outside the United States.

For further information, please contact Richard S. Silverman or Philip C. Larson at the address and number listed below.

HOGAN & HARTSON L.L.P.
555 Thirteenth Street, N.W.
Washington, D.C. 20004-1109
Phone: (202) 637-5600
Fax: (202) 637-5910

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MODEL ANTITRUST

COMPLIANCE POLICY

AND GUIDELINES

FOREWORD

ABC Company and each of its subsidiary companies (the “Company') are subject to the U.S. antitrust laws. The purpose of these laws is to preserve fair, honest and vigorous competition. It is the policy of this Company to comply with these antitrust laws and all other laws applicable to its operations.

Although the goals of the antitrust laws are clear, the laws themselves are broad, vague and complex. This Compliance Policy and Guidelines therefore provides guidance for your day-to-day conduct. Even the most experienced and ethically sensitive employees need to become familiar with this document because antitrust risks are not always obvious.

You should understand that these brief instructions are not intended to answer all questions. Rather, they are primarily intended to help you recognize the kinds of conduct that the antitrust laws address. Whenever you have any questions about the possible application of the antitrust laws to any of your activities, you should consult with the Law Department.

The importance of antitrust compliance cannot be over emphasized. A violation of the antitrust laws can be a serious crime. Counsel advises that an individual convicted of an antitrust violation could face a jail term of up to three years and a fine of up to $350,000. The Company can also be prosecuted for the wrongful conduct of individuals, even though they act contrary to instructions. The Company can be fined up to the greater of $10,000,000, twice the damage caused, or twice the Company's illegal gain, and may also have to pay tripled damages and attorneys fees in private lawsuits. In addition, antitrust litigation is burdensome, expensive and time-consuming for all concerned, even if the outcome ultimately is favorable.

Because the antitrust laws are so important and the consequences of violation are so serious, this Antitrust Compliance Policy and Guidelines must be strictly observed.

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I. Statement of Policy

1. All employees and people acting on behalf of the Company must personally comply with the antitrust laws. The Company will not condone any conduct which could give rise to antitrust charges.

2. Employees in a management position are personally accountable not only for their own conduct but also for the conduct of their subordinates. Each management employee is expected to inform subordinates about the Company's Antitrust Compliance Policy and Guidelines, to ensure that subordinates have access to counsel regarding this Policy and Guidelines, and to implement appropriate internal controls that will reduce the risk of antitrust violations.

3. No employee of the Company has the authority to direct, participate in, approve or tolerate any violation of the antitrust laws by anyone.

4. Any employee who has questions about the application of the antitrust laws to past, present or future conduct should consult with the Law Department. The identity of employees who consult and who are not themselves personally involved in questionable conduct will be kept strictly confidential. The treatment of employees who have been involved in questionable conduct will be decided on a case-by-case basis, depending on the degree of culpability, but the fact of "self reporting" will always weigh in an employee's favor.

II. Guide to the Antitrust Laws

The antitrust laws are based on the fundamental assumption that a competitive process will increase the supply and reduce the price of goods and services. These laws therefore prohibit conduct that will either blunt the intensity of the struggle among competitors, on the one hand, or, on the other hand, so escalate that struggle by unfair means that only a single firm is likely to survive.

The first risk is addressed by Section 1 of the Sherman Act, which prohibits agreements that unreasonably restrain competition. Illegal agreements among competitors are the most obvious examples of Section 1 antitrust violations. They are normally prosecuted criminally and aggressively by the government, and they are the most serious. But certain agreements with suppliers and with customers can violate Section 1 as well. The second risk is addressed by Section 2 of the Sherman Act, which prohibits certain individual conduct by a monopolist or by someone who attempts to become a monopolist. Both sections of the Sherman Act are expressed in general terms that have only been defined case-by-case by courts over a period of years.

Although the Sherman Act is of greatest concern to people involved in marketing activities, it applies to everyone in the Company. People with responsibilities for purchasing, extension of credit, labor relations, and many other activities also need to be informed about the antitrust laws.

Another antitrust law, the Clayton Act, prohibits certain specific conduct that raises incipient competitive concerns but has not yet ripened into a Sherman Act violation.

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The Clayton Act covers subjects like mergers and joint ventures (Section 7), service by one person as a director or officer of competing companies (Section 8), discriminatory pricing and promotion in the sale of goods (Section 2), and some forms of tying and exclusive dealing (Section 3). The first two of these provisions will not be covered in these Guidelines because the limited number of Company employees who are concerned with them should seek specific instructions from the Law Department.

(A) AGREEMENTS AMONG COMPETITORS

Agreements among competitors to fix prices, to reduce price competition by allocating customers or markets, or to exclude other competitors from the market are the most serious antitrust offenses. These agreements are almost always held to be illegal per se, which means that they cannot be justified by arguments about the reasonableness of the prices charged or the need to avoid chaos in the marketplace.

(1) Price Fixing

It is not always easy to recognize what is and what is not price fixing. Not every discussion of price among competitors amounts to price fixing. For example, if one company provides goods or services to a competitor, a price obviously has to be established. This is not price fixing.

On the other hand, it is price fixing if two competitors agree on the prices they will each charge to their own individual customers. It is also price fixing if two competitors discuss general pricing ranges or policies because these discussions may have an impact on actual price quotations.

In these Guidelines, "price" has been used as a shorthand expression for a variety of terms of sale. Details like credit terms, discounts, and warranties are an element of price.

(2) Market Allocation

Agreements among competitors to allocate markets or customers are also serious antitrust violations because they reduce or eliminate price competition. It is illegal for two competitors to agree that one of them will not sell in a particular area or to a particular customer that they both can presently serve. This agreement would reduce the present potential for competition. It may not be an illegal allocation, however, if these limitations are contained in intellectual property licensing agreements because they are more pro-competitive than an alternative scenario in which no licenses were granted at all. Legal advice is needed in these situations.

(3) Group Boycotts

The antitrust laws generally do not interfere with the right of a business individually to select the customers with whom it will deal. A collective refusal to deal by competing companies, sometimes called a "group boycott," does raise very serious antitrust concerns. It is dangerous for one company to agree with another company that neither one

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will do business with a particular supplier or customer, or that they will do business only with certain suppliers or customers or only on certain terms.

Companies seldom engage in boycotts by design, but they may invite boycott claims inadvertently when they agree to establish and adhere to certain standards. Some competitors may not be able to meet these standards and are thus precluded from doing business with the companies that agreed on them. This does not mean that standard-setting activities are illegal. It does mean that Law Department advice is necessary to be sure that the standards can be objectively justified and that they have been established in an acceptable manner.

(4) Specific Instructions

(a) Competitor Communications in General

Since it is not always easy to draw sharp lines between what is an antitrust violation and what is not, these instructions are more rigorous than the law may actually require. They are designed to minimize the risk that an entirely legal discussion will, however unintentionally, veer into a dangerous area, or later appear to have done so.

Legal discussion of pricing for inter-company supply agreements, for example, can sometimes branch out into discussions of competitor intentions in other areas. The substance of the discussion is significant, not the label. You cannot avoid the antitrust laws by announcing at the beginning that the purpose of the meeting is to discuss supply agreements, when the substance of the conversation deals with other prices. Discussions of pricing "policies" are therefore particularly dangerous.

It is also important to remember that a court may find there has been an illegal "agreement" under the antitrust laws, even though there is no written contract, no "handshake," and no words that indicate agreement. Even casual conversation, followed by actions that are consistent with the conversation, may be evidence of an illegal agreement.

In fact, competitors may be accused of making illegal agreements even though there are no direct communications at all. If, for example, a price increase is announced well in advance of the effective date, it may sometimes be argued that the announcement was a "signal" to competitors that invited an agreement to take similar action. Moreover, it could be illegal to use an intermediary, like a common customer, to relay information about pricing intentions back and forth with another competitor. The intermediary could also be charged with a violation in this situation.

To summarize:

- DO exercise independent judgment and, to the extent possible, avoid even the appearance of collusion with a competitor.

- DO make all pricing decisions independently of competitors or others outside the Company, in light of Company costs, general market conditions and competitive prices.

- DO confine all discussions with competitors, whether they involve specific buy/sell agreements or broader trade association contacts, to the immediate subjects for which the meeting was convened. If there is an agenda, limit the discussion to the agenda items. If you have any questions about the topics to be discussed and the topics to be avoided, consult with the Law Department in advance.

- DO NOT enter into any discussion with any competitor on the following subjects (unless negotiations are necessary to consummate a bona fide supplier/customer relationship):

  - Prices or discounts
  - Warranties
  - Terms or conditions of sale (including credit)
  - Costs, cost coverage, margins or profits
  - Bids or intentions to bid
  - Sales territories or customers
  - Any other matters on which agreement would be inappropriate under the Company's Policy or Guidelines

- DO NOT remain at any meetings with competitors (including informal social gatherings) where any of the forbidden subjects are discussed. DO NOT leave quietly; make a point of your departure so people will remember it, and promptly report the incident to the Law Department.

- DO NOT obtain information about a competitor's business (unless necessary to consummate a bona fide supplier/ customer relationship or to serve particular customers jointly) directly from the competitor itself. You may obtain information about competitors from public sources or from customers.

- DO NOT provide business information to a competitor (subject to the same exception stated above). You obviously may provide customers with price information, even though competitors may also obtain it, but limit communications with customers to those which are absolutely necessary so that you may avoid any appearance that they are being used as conduits.

- DO NOT announce pricing actions far in advance in order to "test the waters" for a competitor's response; advance announcements are dangerous unless they can be justified by the need to inform customers.

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- DO NOT request competitors to send copies of their price lists. DO obtain this information from customers or other third-party sources, and document where you obtained the information.

(b) Trade Associations

It is important to be particularly careful at trade association meetings. These meetings, which by definition are gatherings of competitors, can raise serious antitrust problems. Because representatives of competitors attend these meetings frequently, they get to know each other well, and there is the risk that normal social interchanges will spill over into dangerous areas. Moreover, for reasons already expressed, the standard-setting activities of trade associations can raise antitrust problems. The general rules about what may, and what may not, be discussed apply to these meetings as well.

To summarize:

- DO NOT participate in any meeting of a trade association or professional society that does not have a stated agenda.
- DO NOT participate in any business discussions, however informal, that are not on the agenda.
- DO insist that trade association activities with a particularly sensitive potential be cleared in advance with the Law Department and monitored by antitrust counsel. Standard-setting activities fall into this category.
- DO document the source of any sensitive information you may obtain about a competitor, to avoid any later inference that the information was improperly obtained.
- DO consult with the Law Department any time you have any concerns about discussions you may have had at a trade association or elsewhere.

(B) AGREEMENTS WITH SUPPLIERS AND CUSTOMERS

Unlike so-called "horizontal" agreements with competitors, so-called "vertical" agreements with suppliers and customers (other than those relating to resale prices) usually are legal unless some anticompetitive effect can be demonstrated. Moreover, these agreements can be justified on the ground that they are reasonable. They are also far more likely to be embodied in specific contracts, rather than inferred from discussions, so there is less risk that ambiguous conduct will be misunderstood. These agreements can arise in most areas of Company activity. The following kinds of "vertical" agreements are most likely to raise legal questions, and therefore consultation with the Law Department is essential.

(1) Exclusive dealing or requirements contracts

A contract may provide that a supplier will provide and/or that a customer will buy all, or a stated percentage, of the customer's requirements. These agreements may

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preclude the supplier's competitors from participation in the business under contract. The legality of these arrangements depends on a variety of factors. In general, a contract for a short period of time, like one year or less, is less likely to raise antitrust concerns. Longer contracts may raise problems depending on the market shares involved and the business justification.

(2) Preferential treatment

A legal question is raised if the same goods are sold to different customers at different prices, or if certain customers are favored in promotional programs. There may be available justifications, but advice is required because there are a lot of technical distinctions.

It is usually safe to enter into a "most-favored-nation" contract, which guarantees that no other customer will be treated more favorably than the contracting customer. On the other hand, there can often be a problem if a contract guarantees that the contracting customer will get better treatment than anyone else.

(3) Tying arrangements and Reciprocity

There may be a problem when a company attempts to extend whatever power it may possess in some segments of its business (the "tying" products) into other segments of its business (the "tied" products).

On the other hand, it is not illegal to package the sale of goods or services at a particularly favorable price so long as the customer has the realistic choice of purchasing the individual goods or services separately.

Reciprocity differs from tying in that the seller of one product or service is the buyer of the other. The difference between illegal reciprocity and legal commercial relationships is difficult and legal advice is necessary.

(4) Resale price restrictions

Unlike other "vertical" contracts, agreements with customers on the prices that they will charge to their customers are almost invariably illegal. Thus, if the Company is a wholesaler of products or services, it usually cannot agree with its retail customers on the resale prices they will charge to their customers.

(5) Specific Instructions

The law in this area is complicated, but experienced counsel can usually structure legal arrangements that achieve legitimate business objectives. It should be noted also that it sometimes may be difficult to draw lines when transactions with affiliates are involved. In general, the antitrust laws do not apply to agreements between companies that have common owners, but legal questions can arise when the owners are not identical.

To summarize:

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- DO consult with the Law Department about any proposed contractual arrangement that raises the specific issues mentioned in this subsection. The Law Department may issue general instructions to specific individuals or groups relating to the negotiation of exclusive dealing or requirements contracts, in order to avoid the need for consultation in every individual case.

- DO NOT share information about the Company's sales to or purchases from a particular customer or supplier between the Company's purchasing and sales departments, without specific clearance from the Law Department. An exchange of credit information between Company departments, for example, is permissible.

(C) MONOPOLIZATION

The Company does not have a monopoly in any area of business. However, companies can be accused of illegal monopolization even though they have less than a complete monopoly (a 70% "market share may be enough), and they can be accused of attempted monopolization with an even smaller share. Since courts sometimes consider relatively small geographic areas or limited product and service segments to be separate "markets" that can be monopolized, this area of antitrust law is of concern to any substantial enterprise. In particular, if it appears that the actions in question were prompted by a desire to destroy a competitor by unfair means -- as contrasted with a desire to compete aggressively and improve the Company's position generally -- a court is likely to apply a narrow market definition. The reason is that courts are likely to be offended by an anticompetitive intent, and also because an intention to hurt a particular competitor may provide some evidence that a company has power to do so. It is also important to note that the monopolization offenses do not require an agreement with another party; the law applies to individual actions.

Monopolization claims arise principally in these areas:

(1) Refusals to deal

This situation arises when a company refuses to enter into a relationship with another party. Normally, a business is free to select its own customers, but there may be antitrust liabilities if the potential customer does not have other feasible alternatives. If a customer, supplier or another carrier requests a relationship with the Company that does not appear to be in the Company's best interests, the matter should be referred to the Law Department before any decision is made.

(2) Terminations

This situation involves the termination of an already established ongoing relationship. It is usually more risky to terminate an existing business relationship than to refuse the relationship in the first place, in part because it is easier for the terminated business to prove damage. Proposed terminations of a significant relationship with a

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supplier or customer, other than terminations that are mutually agreeable, should be referred to the Law Department.

(3) Predatory pricing

This involves the establishment of very low prices to gain market share. It is sometimes difficult to distinguish between pro-competitive aggressive pricing and predatory pricing that threatens the competitive process, since both kinds have an adverse impact on particular competitors. As a general rule, any price that does not cover the out-of-pocket or "marginal" cost of providing the service or making the product is likely to raise predatory pricing issues. This is not the only issue; there are also issues relating to the Company's intent and the likelihood that the price will lead to actual monopolization and higher prices in the future. The problem is that it is hard to explain a pricing strategy that causes out-of-pocket losses, unless there is some contemplation of unreasonably high prices later on to make up the loss. Again, questions in this area should be referred to the Law Department.

(4) Dual Distribution

The term "dual distribution" refers to a situation where the Company does business at more than one level in the distribution system: for example, when it acts as both a wholesaler and a retailer. The claim may be made that the Company's wholesale prices are so close to its retail prices that independent retailers are "squeezed" and unable to compete. These claims raise monopolization-type issues because the retailers will try to show that the wholesale prices are artificially high and that they do not have sources of supply at lower prices.

Dual distribution can also raise other antitrust issues. As already indicated, it is illegal for the Company as wholesaler to agree with its retailers on the prices they will charge. To the extent that the Company performs retail functions itself, any such conduct could also be prosecuted as a particularly serious price fixing agreement between competitors.

It is not illegal, however, for the Company unilaterally to select retailers on the basis of their general business philosophy, even though this selection could affect the competitive environment in which the company acts as a retailer itself. Moreover, it is not illegal for the Company to choose to operate through retailers in some areas, and to act directly in others, even though this could superficially appear to involve an allocation of markets.

Dual distribution by itself is not considered illegal in the present antitrust environment. The important thing is to avoid words and actions that will confuse the Company's dual roles. For example, when the Company is negotiating "vertical" (supplier/customer) agreements with a customer, the Company should not attempt to discuss "horizontal" (competitor/competitor) issues involving the same party as a competitor.

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(5) "Inside" v. "Outside" Preferences

This is another aspect of the "dual distribution" problem. The extent to which the Company favors its affiliates in sourcing, supplying or pricing may raise antitrust concerns. In general, there is no obligation to initiate a business relationship with outside companies, but there may be problems once an outside relationship has been established -- especially if there are capacity constraints in the relevant market. Again, the Law Department should be consulted when potential conflicts of this kind arise.

(6) Specific Instructions

The element of intent is important in monopolization cases, as is the existence of, or potential for, market power. These issues are likely to be determined on the basis of documents that were prepared at the time of the challenged actions rather than on the basis of testimony later on. Therefore, the most troublesome problem is the natural tendency of business people to make exaggerated claims about their intentions and their accomplishments, and to overstate the strength of their company and the weakness of their competitors. They may also unconsciously use certain "buzzwords" (such as using "market" to describe sales of a particular product or service or to refer to a particular geographic area) that suggest unintended legal conclusions. The Law Department in its normal review of various documents will provide more specific counsel about these words on a case-by-case basis.

To summarize:

- DO NOT make statements -- orally or in writing -- which exaggerate the Company's competitive power or which might suggest a predatory intent.

- DO NOT write reports that suggest the Company can project sales or profits without reference to marketplace competition.

- DO NOT write or say anything that might be taken as an expression of an intent to monopolize, to capture a dominant share of the market, or to drive competitors out of business.

- DO NOT claim credit for results not specifically attributable to you or overstate your accomplishments.

- DO NOT express your sales objectives in negative terms: that is, the stated objective should be to increase the Company's sales rather than to reduce the sales of someone else. Avoid fighting, "locker-room" rhetoric.

- DO NOT suggest that the Company's size or scope enhances its ability to do things to competitors; it is all right to suggest truthfully that these factors enhance the Company's ability to do things for customers.

Some of these suggestions may seem to emphasize semantics over substance. This is unavoidable because there is a fundamental tension in the antitrust laws, which favor aggressive competition but disfavor monopoly -- even though monopoly is sometimes the natural outcome of aggressive competition. The choice of words can make a difference.

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The use of appropriate terms also fosters a way of thinking that is pro-competitive and furthers the antitrust compliance policies of the Company.

(D) Procedural Matters

The Company wants to comply with the antitrust laws in every respect, and it also wants to lessen the likelihood that it will be unfairly accused of violations. Inaccurate statements by people who do not have full knowledge of the facts can do serious harm.

Specific Instructions:

- DO keep these guidelines in mind as you prepare your day-to-day business correspondence and memoranda, including electronic mail. When matters arise which are related to any of the subjects discussed, consult with the Law Department or an appropriate member of management in advance to determine how to prepare the necessary documentation.

- DO seek guidance from the Law Department immediately if you receive an inquiry from any government agency, or from any lawyer who purports to represent a client with a grievance.

- DO NOT write or send electronic mail when you can talk. Casual statements which are ambiguous or unobjectionable when written may later be misinterpreted, and the Company will be forced to explain what you wrote rather than what you actually did. Obviously, some financial and economic data must be written, but much of the information relevant to business and legal relations can better be communicated by talking.

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III. Conclusion

As mentioned at the beginning, this Antitrust Compliance Policy and Guidelines is not intended to make you experts in the antitrust laws and cannot cover all the problems that may arise. You should consult with your supervisor and/ or the Law Department when you are in doubt about the legality of any business activity. Even if this Policy and Guidelines does not seem to apply, consult whenever any proposed activity strikes you as "unfair," overreaching, or likely to be challenged by another party. Until you have received affirmative clearance for a proposal which raises doubts in your mind, do not do it.

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HOGAN & HARTSON L.L.P.

555 Thirteenth Street, N.W.
Washington, D.C. 20004
Tel: 202-637-5600
Fax: 202-637-5910
www.hhlaw.com

OTHER UNITED STATES OFFICES

New York
885 Third Avenue
New York, New York 10022
Tel: 212-918-6000
Fax: 212-918-6100

and

875 Third Avenue
New York, New York 10022
Tel: 212-918-3000
Fax: 212-918-3100

Northern Virginia
8300 Greensboro Drive
McLean, Virginia 22102
Tel: 703-610-6100
Fax: 703-610-6200

Miami
Barclays Financial Center
1111 Brickell Avenue, Suite 1900
Miami, FL 33131
Tel: 305-459-6500
Fax: 305-459-6550

Denver
One Tabor Center
1200 Seventeenth Street
Denver, Colorado 80202
Tel: 303-899-7300
Fax: 303-899-7333

Boulder
1800 Broadway
Boulder, Colorado 80302
Tel: 720-406-5300
Fax: 720-406-5301

Baltimore
111 South Calvert Street
Baltimore, Maryland 21202
Tel: 410-659-2700
Fax: 410-539-6981

Los Angeles
Biltmore Tower
500 South Grand Avenue
Los Angeles, California 90071
Tel: 213-337-6700
Fax: 213-337-6701

Colorado Springs
Two North Cascade Avenue
Colorado Springs, Colorado
80903
Tel: 719-448-5900
Fax: 719-448-5922

INTERNATIONAL OFFICES

Berlin
Potsdamer Platz 1
10785 Berlin, Germany
Tel: 49-30 726 115-0
Fax: 49-30 726 115-100

Paris
12, rue de la Paix
75002 Paris, France
Tel: 33-1 42-61-57-71
Fax: 33-1 42-61-79-21

Warsaw
Atrium Tower
Al. Jana Pawla II 25
00-854 Warsaw, Poland
Tel: 48-22-653-4200
Fax: 48-22-653-4250

Brussels
Avenue des Arts 41
1040 Brussels, Belgium
Tel: 32-2 505-0911
Fax: 32-2 505-0996

Budapest
Bank Center, Granite Tower
Budapest V., Szabadság tér 7-9
1054 Budapest, Hungary
Tel: 36-1 302-9050
Fax: 36-1 302-9060

Moscow
Ambassador Building
14, Prechistenskiy Pereulok
119034 Moscow, Russia
Tel: 7 095 797 9900
Fax: 7 095 797 9961

London
One Angel Court

Prague
Tržište 13

Tokyo
Shinjuku Center Building, 46th

.

London EC2R 7HJ England
Tel: 44 207 367 0200
Fax: 44 207 367 0220

118 00 Prague 1, Czech Republic
Tel: 420-2-2211-7111
Fax: 420-2-2211-7222

Floor
25-1 Nishi-Shinjuku 1-chome
Shinjuku-ku, Tokyo 163-0646, Japan
Tel: 813-5908-4070
Fax: 813-5908-4071