Antitrust Guidelines

ONEOK

To All Employees:

Ethics is one of ONEOK's core values. A fundamental part of acting with ethics and integrity is complying with applicable laws, rules, and regulations. At ONEOK, we pay special attention to our compliance with antitrust laws. It is the responsibility of every ONEOK director and employee to read and understand the Antitrust Guidelines.

Antitrust violations can result in severe consequences for a company, as well as for individuals. Some of the consequences are:

- Large fines
- Possible imprisonment
- Substantial awards of damages from civil suits
- Legal proceedings that can cause massive expenses and disrupt business

ONEOK's Antitrust Guidelines will help you identify conduct you must avoid and activities with potential antitrust risks that should be discussed with our legal department. General rules and guidelines, however, cannot cover every potential situation you may encounter. If you have any questions about application of the antitrust laws, please contact the legal department.

The purpose of the antitrust laws is to ensure a competitive marketplace. We are committed to upholding this purpose and believe that ONEOK will prosper in a marketplace of healthy competition. Please read and consult these Antitrust Guidelines regularly and contact the legal department with any questions about the application of the antitrust laws.

Sincerely,

Pierce H. Norton
President and Chief Executive Officer

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The antitrust laws of the United States affect many areas of ONEOK's businesses. Violation of these laws can result in severe consequences for the company and for the individuals who fail to comply. These guidelines are intended to familiarize employees with the overall scope and nature of the antitrust laws and to provide assistance in recognizing those situations that may give rise to antitrust concerns. If such concerns arise, employees should contact the legal department before taking any action on behalf of the company.

Overview of the Antitrust Laws

Purpose of the Antitrust Laws

The purpose of the antitrust laws of the United States is to promote, preserve and protect fair and open competition that is the bedrock of our free enterprise system. These antitrust laws even cover activities outside the United States, if such activities have a direct, substantial and reasonably foreseeable effect on U.S. import and export trade.

The Antitrust Laws

There are four basic statutes that cover anti-competitive conduct:

- **The Sherman Act** is the basic antitrust law. It makes illegal (a) contracts and conspiracies to restrain trade and (b) monopolization and attempts to monopolize;
- **The Clayton Act** supplements the Sherman Act and prohibits mergers and acquisitions where the effect "may be substantially to lessen competition or tend to create a monopoly." Determining whether it will have that effect requires a thorough economic evaluation or market study;
- **The Robinson-Patman Act** amends the Clayton Act and outlaws price discrimination and other price-related practices; and
- Section 5 of **The Federal Trade Commission Act** authorizes the Federal Trade Commission to investigate and stop "unfair" and "deceptive" methods of competition. ***NOTE:*** *Most states and many foreign countries have enacted similar antitrust and unfair competition laws.*

Enforcement

The two key governmental entities in the United States tasked with enforcing the federal antitrust laws are:

- The Antitrust Division of the U.S. Department of Justice (DOJ); and
- The Federal Trade Commission (FTC).

As noted earlier, most states have enacted counterpart antitrust statutes that, along with the federal antitrust laws, would apply to ONEOK's businesses. In most states, the state attorney general has the responsibility to enforce that state's antitrust laws.

In addition to federal and state enforcement, persons or other entities that are injured by an antitrust violation(s) may also sue for damages and other relief.

Although the company's business is almost completely U.S. based, there may be some foreign commercial transactions involving the competition laws of another country of which the company must be aware.

In recent years, there has been a clear increase in cooperation among the various antitrust enforcement agencies, both domestically and internationally.

Price-fixing and market-allocation agreements that violate the antitrust laws may be prosecuted criminally at both the federal and state level. In such cases, the government may tack on additional criminal charges such as wire fraud or mail fraud to increase the penalty for the violations. Additionally, private parties that allege an antitrust injury often claim injury from other related unlawful activities resulting from the same set of facts (for example: fraud, misrepresentation or interference with business of contractual relations).

Imprisonment, Fines, Damages and Injunctive Relief

The consequences for violating the antitrust laws can be very severe for both ONEOK and its employees. Both may be required to pay heavy fines and, in the instance of the employee, serve substantial jail time. Furthermore, the company may be required to change its future business practices significantly.

Governmental Actions

- Federal and/or state enforcement entities may bring an antitrust action against companies and other business entities and subject them to:
  - A fine of up to $100 million per violation; and/or
  - A court-ordered injunction or a "cease and desist" order issued by the FTC. Consent decrees or cease and desist orders can dramatically change how a corporation conducts its business in the future, going far beyond prohibiting or stopping the precise type of conduct deemed illegal. In most instances, these injunctions or orders will impose an onerous reporting requirement on the corporation for 10 years or more.

- Employees who violate the antitrust laws may also be prosecuted criminally. Such actions can subject the individual to:
  - Fines up to $1 million; and/or
  - Jail time of up to 10 years.

  In addition, a federal statute provides that these fines may be increased to twice the gain from the illegal conduct or twice the loss to the victim.

- **U.S. Sentencing Guidelines –** The institution of the federal sentencing guidelines has dramatically increased the already grave consequences for organizations that violate the Sherman Act. These guidelines may, for example, require restitution in some instances to the victims of the crime, in addition to the new, significantly higher fines paid by the corporation.

Private Actions and Actions on Behalf of a State's Citizens

Private parties, including business entities, who are harmed as a result of antitrust violations may also bring actions against the company and/or its employees, officers and board of directors. If successful, private parties are entitled to recover three times the amount of the actual damages sustained and to recover their litigation costs, including attorney's fees. This is in addition to any criminal fines that may be levied.

The attorney general of a state may also file a lawsuit on behalf of that state's citizens (referred to as "Parens Patriae") to recover damages and/or to restrain/enjoin anti-competitive activity.

Sherman Act, Section 1

"Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade … , is declared to be illegal … "

Section 1 of the Sherman Act does not apply to unilateral conduct by a single entity. In other words, the old saying "It takes two to tango" applies.

A violation of Section 1 does not require any formal (oral or written) agreement. An agreement can be inferred from a course of dealing, carelessly worded documents or other circumstantial evidence. Therefore, you should be careful about what you say, do and write when dealing with competitors.

Per Se Violations

What is a per se violation? The courts have determined that certain violations of Section 1 of the Sherman Act are so unreasonable and anti-competitive that they are deemed **per se** illegal, which means that the existence of the conduct is enough to conclude that the restraint is undue and unreasonable. In the case of a **per se** violation, general intentions or reasonable objectives count for nothing. The violation of Section 1 is automatic.

The finding of a **per se** violation of Section 1 has very serious consequences. It is a criminal offense, exposing the company to very large fines and the individual employees participating in the violation to both fines and imprisonment. Prison sentences usually run in the range of one to three years but can be longer. In addition, the company may face class-action lawsuits for damages of large amounts. Even if the company and its employees were to succeed in defending against **per se** charges, both would incur considerable legal costs and would suffer a serious disruption of business.

Therefore, all employees of the company must avoid any conduct that might be characterized as **per se** behavior.

Per Se Agreements

Never agree with any competitor on the following:

- Prices that either company will announce or charge its customers
- The timing or method of price increases

- Terms of sale or delivery that either company will offer customers
- Markets in which either company will sell
- Categories of customers
- Bids to any customers
- Production or sales volumes
- Boycotts of suppliers or customers

A **per se** violation does not require a formal or written agreement. A violation of Section 1 occurs the moment the parties agree, whether or not the agreement is successful. The agreement itself is the violation.

Meetings and Discussions with Competitors

Any meeting or discussion with a competitor carries the risk that it will be construed later as evidence of an illegal, anti-competitive agreement. Therefore, employees must avoid all meetings and discussions with employees or representatives of a competitor unless a legitimate business purpose, unrelated to competition between the companies, is involved. In the event of any uncertainty over whether a legitimate business purpose is involved, the legal department should be consulted.

Employees should avoid all communications with competitors about prices except those prices to be paid under a purchase, sale, exchange, transportation or service agreement in effect or under negotiation between ONEOK and that firm. This rule applies whether the contact is in person, written, by telephone, e-mail or other similar transmission. Furthermore, it applies whether the contact is direct or through an intermediary.

ONEOK also has a policy that prohibits employees from furnishing pricing information to independent third parties, such as various industry pricing services from which business intelligence can be gathered.

ONEOK employees should avoid discussing any of the following with any competitor:

- Timing of price changes
- Magnitude of price changes
- Costs
- Profit margins
- Sales forecasts
- Sales plans
- Sales territories
- Distribution practices
- Terms offered to particular customers
- Capacity utilization
- Competitive bidding plans or strategy
- Pricing and marketing strategies

Sources of Competitive Information

To compete effectively, we must gather information about our competitors' pricing and their actions in the marketplace. However, we may not obtain this information directly from competitors because the exchange of sensitive information can imply an agreement. Rather, we may gather competitive information only from legitimate sources, such as:

- The business or trade news media
- The Internet
- Customers
- Consultants

When customers or consultants are the source of competitive information, avoid circumstances that could suggest the use of an intermediary to communicate with competitors. In particular, do not consent to any customer or consultant acting as a conduit for sharing the company's sensitive information with any competitor.

Employees must avoid using competitive information received from an unknown source. This includes documents that arrive in unmarked envelopes, information conveyed by intermediaries who do not disclose their sources and similar information received via the Internet.

Loose Language

If the company becomes involved in an investigation or litigation over antitrust issues, internal documents will be examined carefully for evidence of an illegal agreement. Therefore, we must avoid using careless language in e-mails, memoranda, notes and public statements that might suggest an illegal agreement. The following are some examples of careless word choices that should be avoided:

- "The industry is implementing a price increase." This suggests that firms are acting collectively.
- "The industry lacks discipline." When said to, or in the presence of, a competitor, this suggests an invitation to raise prices or avoid discounting. Carelessly worded documents, including e-mail and other electronic communications, will be problematic and in the end could cost the company and/or its employees a lot of money in defending itself against antitrust allegations.

Remember: Watch what you write and how you write it.

Reporting Anti-competitive Behavior

Any employee who observes or hears of anyone acting in a manner inconsistent with these instructions -- or who has any reason to suspect that someone acting on behalf of the company is engaged in anti-competitive behavior -- must report the conduct through the reporting channels described at the end of this document.

In addition, employees must report any conduct by representatives of competitors that suggests pricing actions or other anti-competitive behavior. This conduct includes a competitor's employee trying to discuss forbidden subjects or requesting that the company refrain from competing for particular customers.

Any employee reporting suspicious conduct through the reporting channels will be protected from all forms of retaliation.

Relationships With Competitors

Joint Ventures and Collaboration Among Competitors

On occasion, the company may collaborate with one or more competitors to share certain functions, such as production, sales or research and development. The collaboration may take the form of a joint venture, or it may proceed on an informal basis.

If these collaborations are designed and managed carefully, they should not violate the antitrust laws, even if they involve some restrictions on competition between the joint-venture parties. However, the task of conforming these joint ventures to the antitrust laws is very complex. If it is not done correctly, the company is exposed to serious and unnecessary antitrust risks. Therefore, before beginning any discussion with a competitor about a potential collaboration, consult with the legal department.

Boycotts

Although the company is generally free to decide not to do business with a supplier, customer or competitor, these decisions carry antitrust risks when they are made jointly by two or more companies. Employees should avoid the following types of agreements, which may be viewed as illegal boycotts:

- An agreement among competitors not to do business with particular suppliers or customers
- An agreement among certain competitors not to collaborate or do business with other competitors
- An agreement at the request of two or more customers, or two or more suppliers, not to do business with competitors of the companies making the request

A boycott can be based on an absolute refusal to do business with the targeted companies or on a willingness to do business with them only on certain conditions. Some agreements of this type can be legal, but employees should not enter or discuss any of these types of agreements without first consulting the legal department.

Cooperative Purchasing

The participation of competitors in a cooperative-buying arrangement can be legal, particularly when it achieves efficiencies. However, these arrangements can carry significant risks of antitrust liability, particularly if a court determines that the arrangement serves to facilitate an illegal agreement among the participants. All cooperative buying arrangements must be reviewed with the legal department.

Trade Associations

The company participates in various trade associations in which our competitors also participate. This is one reason why trade association gatherings can be dangerous settings from an antitrust standpoint. These trade associations serve a variety of important objectives, including:

- Coordinating efforts among the members on lobbying government agencies
- Protecting the health and safety of our customers and employees

- Protecting customers from fraudulent and deceptive practices
- Setting product standards that facilitate competition

The antitrust laws permit competitors to meet and discuss these topics under the sponsorship of trade associations, provided that the discussions do not result in agreements that impair competition. Trade association meetings must not be used or perceived as an opportunity for competitors to collude.

To avoid unnecessary antitrust risks, all employees planning to attend trade association meetings where representatives of competitors will be present must follow the following rules:

- Review the agenda in advance. Confirm that the discussion will be related to the legitimate missions of the association and will not include discussion of any topic that you should not discuss in the presence of competitors. If these points cannot be confirmed, do not attend the meeting.
- At the meeting, insist that the discussion strictly conform to the agenda.
- In the event that discussion arises over any sensitive topic, insist that it end immediately. If the discussion continues, leave the meeting and ask that the minutes reflect your departure.
- Review the minutes of the meeting for accuracy and completeness.
- If the association proposes any course of action that involves collaboration among competitors, review the proposed action with the legal department before participating or expressing approval.

Industry Surveys

The company may be asked to participate in an industry survey that collects and publishes information about pricing, sales volumes and other sensitive information. If these surveys are undertaken without following certain precautions, they can result in antitrust liability for the participating companies. Therefore, no employee should contribute or subscribe to an industry survey without first discussing the survey with the legal department and obtaining clearance from the appropriate corporate officer.

Benchmarking

From time to time, the company may engage in benchmarking studies comparing its various operations with "best in class" companies. To the extent the benchmarking involves competitors and results in the sharing of competitive business information, the antitrust laws apply. Therefore, any proposed benchmarking activity by the company should be reviewed first with the legal department, as well as the materials to be exchanged with the other benchmarked party.

Relationships with Customers and Suppliers

We must deal with customers and suppliers fairly and in a reasonable manner that best advances the competitiveness of the company's products and services. The legality of any particular policy or practice relating to our customers or suppliers will depend on the facts and circumstances of the particular case. However, the arrangements and activities in these cases have not been presumed to be so unreasonable as to be deemed **per se** illegal. The "Rule of Reason" is the principal analytical tool used to evaluate these situations and relates exclusively to the competitive effects of the alleged improper conduct. Among the more common antitrust violations involving the company and its customers and suppliers are the following:

Resale Price Agreements

The company may wish that wholesalers or retailers resell the company's products only at a specified price or above a minimum price. We must avoid practices that can lead to expensive litigation and unnecessary disputes with customers and that could ultimately be found illegal. Therefore, no employee should ever enter into an agreement with a wholesaler or retailer concerning the resale prices of the company's products, either in writing or orally, unless the legal department has reviewed and approved of the arrangement.

Exclusive Territories and Customer Categories

An agreement that gives a dealer exclusive rights to a particular territory or category of customers and restricts other dealers from infringing on those exclusive rights can be illegal in some circumstances. No dealer should be granted exclusive rights without the prior review by and approval of the legal department.

Tying and Reciprocal Buying

A "tying" arrangement occurs when a seller with a strong market position in one product or service agrees to sell it only on the condition that the customer purchases a second product or service. The key to the offense is a requirement that a customer purchase a product or service it does not want in order to obtain one it wishes to purchase. Tying arrangements can constitute antitrust violations in certain circumstances.[1] These circumstances include:

- **Two products or services.** Tying is illegal only when it involves two separate products or services. Tying separate components of a single product, such as tires on an automobile or laces on shoes, is legal.
- **Conditional sale.** For a tying arrangement to be illegal, the buyer must be forced to purchase the second product or service. No tying will be found if the buyer has the practical ability to purchase the desired product or service alone, even if a higher price is charged, or if the buyer prefers to purchase a package of two or more products or services.

A related type of transaction is reciprocal buying, which occurs when a seller agrees to sell one product or service on the condition that the buyer sell the original seller a different product or service. Reciprocal buying can be illegal if coercion is used.

The legal department must be consulted about any tying or reciprocal buying transaction where these circumstances are present or where a customer might argue that they are present. The transaction may be legal, depending on other circumstances; but the antitrust risk is significant, and a review for antitrust compliance is essential.

1 Tying arrangements involving regulated services can violate other laws or regulations such as the Natural Gas Act or state utility regulations, even if they do not violate antitrust laws.

Certain Kinds of Joint Arrangements

Joint ownership of manufacturing, transportation or storage facilities and joint marketing of products or services may give rise to unlawful activities, such as agreements to restrain competition, limit the supply of product or fix prices. The legal department should, therefore, be consulted whenever considering such arrangements.

Requirement and Exclusive Dealings Contracts

A contract by which a customer agrees to buy all requirements of a particular product or service from one supplier may be illegal. Similarly, a contract by which a purchaser agrees to buy a particular product or service exclusively for a significant period of time from one supplier may be illegal. Therefore, legal counsel should be sought before entering into such agreements.

Refusals to Deal

A refusal by the company to deal with a customer or supplier normally is not illegal under the antitrust laws as long as the decision is made unilaterally by the company. However, termination of an existing supplier or customer is a sensitive area. When in doubt, contact the legal department.

Sherman Act, Section 2

"Every person who shall monopolize, or attempt to monopolize or combine or conspire with any other person or persons to monopolize any part of the trade or commerce among the several states, or with foreign nations, shall be deemed guilty of a felony … "

Monopolization

In any line of business where the company has a large market share, we must ensure that we comply with the provisions of the antitrust laws that prohibit monopolization, attempted monopolization and conspiracy to monopolize. Monopolization under Section 2 of the Sherman Act, in contrast with Section 1, **involves unilateral conduct and does not require multiple parties for a violation**.

Monopoly Power

Section 2 applies when a company possesses monopoly power, the power to control prices or exclude competition or holds such a strong position in a market that its conduct presents a dangerous probability of success in achieving monopoly power. The presence of monopoly power is a complex issue, involving definitions of a "relevant product market" and a 'relevant geographic market.'" For the purpose of compliance, employees should consult with the legal department when monopolization issues arise in business segments where the company might be found to hold a market share of at least 50 percent.

We need to be vigilant to ensure that our conduct, documents and oral communications do not give the impression of an improper intent to eliminate or injure competitors or restrain competition.

In the development of business strategies, the company's market position must be considered to see if a proposed business strategy or course of conduct might unfairly affect competitors.

Unlawful Acquisition or Maintenance of Monopoly Power

The antitrust laws do not prohibit the mere possession of monopoly power that was achieved as a result of a superior product, business skill or effort. A violation occurs when the company acts to obtain, preserve or enhance its monopoly power by some method of anti-competitive conduct other than legitimate competition. Legitimate competition includes selling better products or services, charging lower prices or delivering better service. Practices that can be found illegal include the following:

- Selling products below the cost of production (known as predatory pricing).
- Refusing to deal with a competitor or with a customer or supplier of a competitor, where the deal would be profitable and no reason exists for the refusal other than to exclude competition.
- Demanding exclusivity from suppliers or customers so that competitors are blocked from essential inputs or channels of distribution.

None of these practices is illegal in all circumstances. However, all of them carry antitrust risks. Employees must consult the legal department before undertaking any activity that might be characterized as one of these practices.

In those instances where the company has a large market share in a business segment, employees must ensure that customers and suppliers are treated fairly and reasonably.

Clayton Act, Section 7

Mergers, Acquisitions, Tender Offers and Joint Ventures

Transactions involving the acquisition of assets from another company, the voting shares of another company or formation of a joint venture may violate the Clayton Act if the effect of the acquisition could substantially lessen competition. Parties to such transactions that meet certain financial thresholds must give prior notice to both the FTC and the DOJ and delay closing their transactions for specified periods. This notice is commonly referred to as the Hart-Scott-Rodino pre-merger notification.

The failure to make this required filing with the agencies can have serious consequences and subject the company to significant fines and other legal action. The parties also can be required to undo their transaction and to delay closing until they have made a filing and the specified waiting period has expired.

The parties to a corporate transaction must also avoid "gun jumping" (that is, taking substantial steps to coordinate or integrate their activities before the required waiting period has expired). Standard contractual provisions that require a target to preserve its assets and operations until closing usually raise no issues. However, when the acquiring party exercises significant influence over the management of the target or where the parties coordinate

their business activities, one of the federal antitrust agencies may conclude that the parties are enjoying the benefits of their transaction prematurely and seek to impose fines.

It is important that employees who are involved in merger-and-acquisition activities involve the legal department at the earliest stage of any proposed acquisition or joint venture to ensure the company's compliance with pre-merger notification requirements.

Robinson-Patman Act

Price Discrimination

A provision of the Robinson-Patman Act prohibits companies from charging different prices to different customers in certain circumstances. To violate this law, several factors must be present, including the following:

- **Goods –** The price discrimination law applies only to sales of goods, not services.
- **Sales –** Only completed sales can lead to illegal price discrimination. Offers to sell at lower prices or refusals to sell at a low price do not qualify.
- **Two purchasers –** The goods must be sold to two or more different purchasers. A subsidiary or affiliate of the seller is not a purchaser, and its receipt of favorable pricing would not violate the Robinson-Patman Act.
- **Different prices –** Discrimination exists only when the two purchasers pay different prices, after taking into account all applicable discounts and rebates.
- **Contemporaneous –** The sales must be made at about the same time. Price changes made from time to time and seasonal discounts will not support a finding of price discrimination.
- **Like grade and quality –** The two sales must involve products of like grade and quality. Charging a higher price for a premium grade is not illegal.
- **Competitive injury –** There can be injury if the customer paying the lower price takes business away from the customer paying the higher price. The injury can be further down the chain of distribution. For example, a favored wholesaler may pass its lower price on to retailers who take business away from other retailers who are supplied by the disfavored wholesaler. No injury is likely to be found if:
  - The discrimination occurs between end users;
  - The discrimination occurs between customers who do not compete, directly or indirectly; or
  - The price difference is too small or too short in duration to have an impact on competition between purchasers.

A "meeting competition" defense to price discrimination is available when a company gives a lower price in response to a competitor's offer of a lower price to that customer. If the seller acts in good faith (meaning that it reasonably and sincerely believes that the customer has received a lower price offer from a competitor), it may reduce its own price as low as the competitor's price, but not below.

Buyer Liability

When a seller violates the antitrust laws by discriminating in price or merchandising support, the buyer can also be liable if it knowingly induces and receives the benefit of the discrimination. Any employee who suspects that one of the company's suppliers has discriminated on price or merchandising support should report the incident to the legal department.

Foreign Sales

The Robinson-Patman Act does not apply to export sales to foreign countries; however, other laws may be applicable to such sales.

Federal Trade Commission Act

The FTC enforces this act that declares unlawful an "unfair method of competition" and "unfair or deceptive acts or practices." While vigorous competition is encouraged by the antitrust laws, these laws also limit such competition to methods and practices that do not destroy competition.

Examples of the numerous "unfair method of competition" and "deceptive acts or practices" successfully challenged by the FTC are:

- Bribery of a competitor's employee;
- Disparagement of a competitor's product;
- Unfounded or misleading advertising claims;
- Advertising that overstates an environmental attribute or benefit;
- Games of chance in the gasoline industry that do not meet federal and state guidelines;
- Unsubstantiated health claims relating to a product; and
- Advertising that lacks a reasonable basis in fact.

Other Business Activities That May Present Antitrust Considerations

The antitrust laws also apply to a variety of other business activities that have not been discussed in this guide, such as: interlocking directorates; patents, trademarks and copyrights; relationships between parent corporation and subsidiaries and affiliates; joint ventures and business-intelligence-gathering activities.

If you have any questions regarding these business activities and the antitrust laws, you should contact the legal department at the earliest opportunity.

Records and Information Management Program

ONEOK's records and information management (RIM) program is designed to ensure the retention of necessary information and documents to satisfy business needs and to comply with legal requirements. Maintaining records and documents in accordance with ONEOK's RIM Policy is also an important part of the company's antitrust compliance program.

ONEOK's records retention schedule should be strictly followed. However, because of pending lawsuits, investigations and other legal reasons, it is sometimes necessary to retain documents after the expiration of the retention periods. In such circumstances, instructions to suspend destruction of documents are issued by the legal department.

Documents subject to legal holds must be retained and cannot be destroyed without the specific authorization of the legal department. Violations of this policy could result in serious civil and criminal penalties being imposed upon the responsible individual as well as the company.

Governmental Antitrust Investigations

The company is committed to complying with the law and with high standards of ethical business conduct, and cooperating with government representatives in a reasonable manner.

All employees receiving inquires regarding the antitrust laws from the DOJ, the FTC or any other federal or state agency should notify the legal department immediately. Employees should not participate in interviews or answer any questions relating to company business unless such interviews have been arranged by the legal department and such questions are asked and answered with a lawyer present.

Anyone receiving a request from an FBI agent or any other governmental investigator should politely inform the agent that he/she should conduct the investigation through our legal department and request that any inquires be addressed, in writing, to:

Office of General Counsel
ONEOK, Inc.
100 W. 5th Street
Tulsa, Oklahoma 74103

Reporting Violations

If you have a good faith belief that an antitrust violation has occurred, is occurring or about to occur, you should contact your supervisor with your concerns. In the event you are uncomfortable contacting your supervisor, there are several resources available to you:

- Vice President and Associate General Counsel – Compliance and Ethics and Corporate Secretary, Pat Cipolla, 918-588-7781 or patrick.cipolla@oneok.com
- Compliance and Ethics office, compliance-ethics@oneok.com
- Senior Vice President, General Counsel and Assistant Secretary, Steve Allen, 918-588-7069 or stephen.allen@oneok.com
- Any other member of the legal department with whom you have worked

You may also contact the ONEOK Hotline at 888-393-6825, using the procedures set forth in the company's website under Corporate Governance, Whistleblower Policy for reporting your concerns on an anonymous and confidential basis.

Conclusion

The antitrust laws are complex and far reaching in their scope. Although these guidelines have attempted to provide you with the tools to recognize those situations that may give rise to antitrust concerns, they do not cover every situation. When in doubt about the legality of a situation, contact the legal department.

Initial: February 2011 Revised: April 10, 2012
Revised: March 18, 2013 Revised: April 10,
2014 Revised: July 31, 2017
Revised: April 22, 2019
Administrative Update: January 12, 2021
Administrative Update: February 16, 2022