

Order to Maintain Assets, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order (“Order”).

1. Respondent Bosch is a corporation organized, existing and doing business under and by virtue of the laws of Germany, with its principal U.S. subsidiary, Robert Bosch LLC, a limited liability company organized, existing and doing business under the laws of the State of Delaware with its headquarters located at 38000 Hills Tech Drive, Farmington MI 48331.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondents, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

- A. “Bosch” means Robert Bosch GmbH, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups, and affiliates controlled by Robert Bosch GmbH (including Robert Bosch LLC, RTI Technologies, Inc. (“RTI”), Beissbarth GmbH, and SPX SS after the Acquisition), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “SPX ” means SPX Corporation, is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its headquarters located at 13515 Ballantyne Corporate Place, Charlotte, NC 28277
- C. “SPX SS” means SPX Service Solutions, a division of SPX, with its headquarters located at 28635 Mound Road, Warren, MI 48092.
- D. “Commission” means the Federal Trade Commission.
- E. “Acquisition” means Respondent Bosch’s acquisition of SPX SS.
- F. “Acquisition Date” means the date on which the Acquisition is consummated.

- G. “Acquirer” means:
1. an entity that is specifically identified in this Order to acquire particular assets that Respondent Bosch is required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order and that has been approved by the Commission to accomplish the requirements of this Order in connection with the Commission’s determination to make this Order final; or
 2. an entity that receives the prior approval of the Commission to acquire particular assets that Respondent Bosch is required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order.
- H. “ACRRR” means air conditioning recovery, recycling and recharging.
- I. “ACRRR Product” means an ACRRR stand-alone piece of equipment, including add-ons and accessories, used to repair malfunctioning vehicular air conditioning systems by recovering and recycling the refrigerant, and recharging the air conditioning unit including, but not limited to, equipment related to the SAE J2788 (R-134a) and SAE J2843 (R-1234yf) standards.
- J. “Action” means any proceeding whether legal, equitable, or administrative, as well as any arbitration, mediation, or any other form of public or private dispute resolution in the United States or anywhere else in the world.
- K. “Bosch ACRRR Product” means any ACRRR Products made by or for Respondent Bosch, before the Acquisition, by any Person including, but not limited to, ACRRR Products manufactured by Respondent Bosch’s RTI subsidiary, the ACS 620, the ACS 620H, the ACS 625, the ArcticPRO RHS980, and AC Safe (Mercedes Benz). *PROVIDED, HOWEVER*, that unless otherwise required or described in this Order, “Bosch ACRRR Product” does not mean any ACRRR Product manufactured or sold by SPX SS. *PROVIDED FURTHER, HOWEVER*, that “Bosch ACRRR Product” does not mean the ACRRR Products made by Respondent Bosch’s subsidiary in India that are not currently sold in the United States or Canada.
- L. “Bosch ACRRR Business” means all of Respondent Bosch’s assets, tangible and intangible, businesses and goodwill, related to the research, Development, manufacture, distribution, marketing or sale of Bosch ACRRR Products worldwide including, without limitation, the following:
1. all Bosch ACRRR Product Intellectual Property;
 2. all manufacturing technology;
 3. all Bosch ACRRR Product scientific and regulatory material;

4. all Bosch ACRRR Product manufacturing equipment, to the extent owned by Respondent Bosch and located in the United States;
5. to the extent related to the Bosch ACRRR Product, all of Respondent Bosch's rights, titles and interests in, and to, the contracts entered into in the ordinary course of business with customers, suppliers, personal property lessors, personal property lessees, licensors, licensees, consignors, and consignees, in each case that are Third Parties, including, without limitation, all of Respondent Bosch's contracts with any Third Party to the extent related to the supply of components used in the manufacture of the Bosch ACRRR Product. *PROVIDED, HOWEVER*, that Bosch ACRRR Business shall not include Third Party supply contracts with Bosch Limited related to the human machine interface;
6. all inventory wherever located worldwide, including raw materials, packaging materials, work-in-process and finished goods, in each case to the extent consisting of, or intended for use in the manufacture of, the Bosch ACRRR Product including, but not limited to, factory-installed accessories, and other accessories or add-ons related to the Bosch ACRRR Product.
7. all commitments and orders for the purchase of goods that have not been shipped, to the extent such goods are, or are intended for use in the manufacture of, the Bosch ACRRR Product;
8. all rights under warranties and guarantees, express or implied, with respect to the Bosch ACRRR Product;
9. all items of prepaid expenses, to the extent related to the Bosch ACRRR Product; and
10. all books, records and files related to the foregoing, or to the Bosch ACRRR Product including, but not limited to, all records, contact information, notes, and files of Respondent Bosch, including its Beissbarth GmbH affiliate, relating to Respondent Bosch's marketing, sales, and homologation of Bosch ACRRR Products to any Third Party (including original equipment manufacturers and aftermarket Persons) wherever located.

PROVIDED, HOWEVER, that unless otherwise required in this Order, "Bosch ACRRR Business" does not include: (1) any assets related to the ACRRR Products manufactured and sold by SPX SS; and (2) assets or groups of assets specifically excluded, and listed in the Remedial Agreement;

PROVIDED FURTHER, HOWEVER, that except as provided to the Acquirer for transition purposes, or as part of the Remedial Agreement, or otherwise provided for in this Order, "Bosch ACRRR Business" shall not include any of the following: (a) the name "Bosch," or the names of any other divisions, businesses, corporations or companies owned by Respondent Bosch; (b) any interest in real property; or (c) any personal property.

- M. “Bosch ACRRR Product Intellectual Property” means all of the following related to the Bosch ACRRR Product:
1. all of Respondent Bosch’s intellectual property used in the development, manufacturing, storage, distribution, service, and sale of Bosch ACRRR Product including, but not limited to:
 - a. Bosch ACRRR Manufacturing Copyrights;
 - b. Trademarks and Trade Dress including, but not limited to, all rights to the name RTI, and all Trademarks, Trade Dress, and logos related to RTI. *PROVIDED FURTHER, HOWEVER*, that except as provided to the Acquirer for transition purposes, or as part of the Remedial Agreement, or otherwise provided for in this Order, “Bosch ACRRR Product Intellectual Property” shall not include the name “Bosch,” or the names of any other divisions, businesses, corporations or companies owned by Respondent Bosch;
 - c. Software;
 - d. computer programs;
 - e. Patents including, but not limited to, the RTI Patents, the Bosch/Agramkow Patents, the Bosch Limited Patents, and the right to obtain and file for Patents;
 - f. Bosch ACRRR Product Sales Copyrights;
 - g. licenses including, but not limited to, licenses to Third Party Software if transferable and sub-licenses to Software modified by Respondent Bosch;
 - h. Know-How;
 - i. technical information (including, but not limited to, material and final product specifications);
 - j. protocols (including, but not limited to, operational manuals);
 - k. quality control information and methods, and other confidential or proprietary technical, business, development and other information;
 - l. trade secrets; and
 - m. all rights to limit the use or disclosure thereof of Trade Dress, and the modifications or improvements to such intellectual property; and

2. subject to any mutually agreed covenant not to sue between Respondent Bosch and Acquirer, rights to sue and recover damages or obtain injunctive relief for infringement, dilution, misappropriation, violation or breach of any of the foregoing.

PROVIDED, HOWEVER, that “Bosch ACRRR Intellectual Property” does not include the Bosch/Agramkow Safety Patent or the the Bosch/Agramkow Patents Know-How.

- N. “Bosch ACRRR Product Manufacturing Copyrights” means copyrights in all process development data and reports relating to the research and development of the ACRRR Product manufactured and sold by Respondent Bosch, or of any materials used in the research, Development, manufacture, manufacturing records, manufacturing processes, and supplier lists of or for the Bosch ACRRR Product; all copyrights in data contained in laboratory notebooks relating to the Bosch ACRRR Product; all copyrights in analytical and quality control data relating to the Bosch ACRRR Product; and all correspondence with governmental agencies or qualifying or homologating organizations worldwide relating to the foregoing.
- O. “Bosch ACRRR Product Sales Copyrights” means rights to all original works of authorship of any kind directly related to the sale of the Bosch ACRRR Product, and any registrations and applications for registrations thereof, including, but not limited to, all such rights with respect to:
 1. all promotional, marketing, sales, and advertising materials, educational and training materials for the sales force, and sales forecasting models;
 2. marketing or sale of the Bosch ACRRR Product including copyrights in all raw data, statistical programs developed (or modified in a manner material to the use or function thereof (other than through user preferences)) to analyze research data, market research data, market intelligence reports and statistical programs (if any) used for marketing and sales research; all such rights with respect to customer information; and
 3. records, including customer lists, sales force call activity reports, vendor lists, and sales data.
- P. “Bosch/Agramkow Patents” means the Patents currently owned in whole or in part by Respondent Bosch but were previously owned by Agramkow (the former owner of RTI).
- Q. “Bosch/Agramkow Patents Know-How” means Know-How licensed to Respondent Bosch from Agramkow related to the Bosch/Agramkow Patents, including the Know-How related to the Bosch/Agramkow Safety Patent.
- R. “Bosch/Agramkow Safety Patent” means the only Bosch/Agramkow Patent, numbered WO 2011/066833 A1, that is co-owned by Respondent Bosch and Agramkow (the former owner of RTI).

- S. “Bosch Limited Patents” means Patents owned by Respondent Bosch’s India subsidiary and used in the manufacture of ACRRR Products including, but not limited to, the human machine interface Patents.
- T. “Bosch Limited Patents Know-How” means the Know-How owned by Respondent Bosch’s India subsidiary related to the Bosch Limited Patents.
- U. “Bosch/Mahle Divestiture Agreement” means the asset purchase agreement, together with all licenses, assignments, and other agreements entered into by Respondent Bosch and Mahle for the sale of the Bosch ACRRR Business, and all other agreements, leases, transfers, and licenses required by this Order. The Bosch/Mahle Divestiture Agreement is attached as Confidential Appendix A to this Order.
- V. “Confidential Business Information” means competitively sensitive, proprietary, and all other information, solely relating to the Bosch ACRRR Business, that is not in the public domain, and includes, but is not limited to, information relating to the research, Development, manufacturing, marketing, or sale of the ACRRR Product, including the terms of the Remedial Agreement, all customer lists, price lists, contracts, cost information, technologies, processes, or other trade secrets related to the ACRRR Product and the Bosch ACRRR Business. *PROVIDED, HOWEVER*, that “Confidential Business Information” shall not include (1) information that subsequently falls within the public domain through no violation of this Order or of any confidentiality agreement with respect to such information by Respondent Bosch or (2) information that Respondent Bosch can demonstrate it lawfully obtained prior to the Acquisition Date.
- W. “Designated Employee” means a Person or Person filling the job description (if the Person listed is no longer employed at that particular job) listed on Confidential Appendix B to this Order.
- X. “Development” means all development activities, including formulation, process development, manufacturing scale-up, development-stage manufacturing, quality assurance/quality control development, statistical analysis and report writing, conducting trials for the purpose of obtaining any and all approvals, licenses, homologation, registrations or authorizations from any agency, standard setting organization, or customer necessary for the manufacture, use, import, export, promotion, marketing and sale of a Bosch ACRRR Product, and regulatory affairs activities related to the foregoing. “Develop” means to engage in Development.
- Y. “Divestiture Date” means the date on which Respondent Bosch or a divestiture trustee divests the Bosch ACRRR Business pursuant to Paragraph II or VIII.
- Z. “Mahle” means Mahle Clevite Inc., a corporation organized, existing and doing business under and by virtue of the laws of Delaware, headquarters address located at 1240 Eisenhower Place, Ann Arbor, MI 48108.

- AA. “Know-How” means know-how (including, but not limited to, flow sheets, process and instrumentation), diagrams, risk analysis, certificates of analysis, goodwill, technology (including, but not limited to, equipment specifications), drawings, utility models, designs, design rights, techniques, data, inventions, practices, recipes, raw material specifications, process descriptions.
- BB. “Patents” means all patents, pending patent applications, including provisional patent applications, invention disclosures, certificates of invention and applications for certificates of invention and statutory invention registrations, in each case existing as of the Acquisition Date, and includes all reissues, additions, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations thereof, all inventions disclosed therein, and all rights therein provided by international treaties and conventions.
- CC. “Person” means any natural person, partnership, corporation, association, trust, joint venture, limited liability company, government, government agency, division, or department, or other business or legal entity.
- DD. “Remedial Agreement” means the following:
1. the Bosch/Mahle Divestiture Agreement if such agreement has not been rejected by the Commission pursuant to Paragraph II of this Order; and
 2. any agreement between Respondent Bosch and a Commission-approved Acquirer (or between a Divestiture Trustee and a Commission-approved Acquirer) that has been approved by the Commission to accomplish the requirements of this Order, and all amendments, exhibits, attachments, agreements, and schedules thereto, Related to the relevant assets to be granted, licensed, delivered or otherwise conveyed, that have been approved by the Commission to accomplish the requirements of this Order.
- EE. “RTI” means RTI Technologies, Inc., a wholly owned subsidiary of Respondent Bosch.
- FF. “RTI Patents” means the Patents owned by RTI.
- GG. “RTI Sandwich Manifold Patent” means the RTI Patent No. 7,726,343.
- HH. “Software” means executable computer code and the documentation for such computer code, but does not mean data processed by such computer code.
- II. “SPX ACRRR Patents” means Patents that are listed in Appendix D to this Order. “SPX ACRRR Patents” may be, but are not necessarily, “SPX Essential Patents.”
- JJ. “SPX Essential Patents” means any Patents owned by SPX or SPX SS before the Acquisition and Respondent Bosch after the Acquisition that are or may be essential to the practice of the SAE J2788 or SAE J2843 standards as described in the Letter of Assurance to SAE International, attached at Appendix E to this Order.

KK. “SPX Patent Lawsuit” means the lawsuit in the Northern District of Ohio captioned: SPX Corp. v. Mastercool U.S.A., Inc., Norco Industries, and RTI Tech., No. 3:10-cv-1266, which includes, among other things, a demand for an injunction.

LL. “SPX Patent Lawsuit Patents” means the Patents listed in Exhibit F to this Order.

MM. “Third Party(ies)” means any Person other than Respondent Bosch or the Acquirer.

NN. “Trade Dress” means the current trade dress of a particular product or Person including, without limitation, product packaging, logos, and the lettering of the product trade name, brand name, or corporate name.

OO. “Trademark(s)” means all proprietary names or designations, trademarks, service marks, trade names, and brand names, including registrations and applications for registration therefor (and all renewals, modifications, and extensions thereof) and all common law rights therein, and the goodwill symbolized thereby and associated therewith.

PP. “United States” means United States of America.

QQ. “York, Pennsylvania Facility” means the facility and offices located at 10 Innovation Drive, York, Pennsylvania 17402, that is related to the Bosch ACRRR Business consisting of, among other things, office, manufacturing, production, and packaging space for the Bosch ACRRR Business.

II. (Divestiture)

IT IS FURTHER ORDERED that:

- A. No later than December 31, 2012, Respondent Bosch shall divest the Bosch ACRRR Business absolutely and in good faith, to Mahle, pursuant to, and in accordance with, the Bosch/Mahle Divestiture Agreement. The Bosch/Mahle Divestiture Agreement (which shall include, among other things, the asset purchase agreement, transition services agreements, the lease to or assignment of a lease to the York, Pennsylvania Facility, licenses between Respondent Bosch and Mahle including, but not limited to, a license to the Bosch Limited Patents Know-How, Bosch/Agramkow Patents Know-How which includes the Bosch/Agramkow Safety Patent Know-How, and assignment of the RTI Patents, the Bosch Limited Patents, and the Bosch/Agramkow Patents) shall not vary or contradict, or be construed to vary or contradict, the terms of this Order, it being understood that nothing in this Order shall be construed to reduce any rights or benefits of Mahle, or to reduce any obligations of Respondent Bosch under such agreements, and such agreements, if approved by the Commission, shall be incorporated by reference into this Order and made a part hereof.

PROVIDED, HOWEVER, that nothing in this Paragraph II.A. prohibits Respondent Bosch from negotiating, as part of the Remedial Agreement, a non-exclusive, paid-up, royalty-free license to the Bosch Limited Patents or the RTI Sandwich Manifold Patent for use on ACRRR Products not manufactured or sold in The United States or Canada.

PROVIDED FURTHER, HOWEVER, that with respect to documents or other materials included in the Bosch ACRRR Business that contain information (a) that relates to both the Bosch ACRRR Business and to other products or businesses of Respondent Bosch, or (b) for which Respondent Bosch has a legal obligation to retain the original copies, Respondent Bosch shall be required to divest to the Acquirer only copies or, at its option, relevant excerpts of such documents and materials, but Respondent Bosch shall provide the Acquirer access to the originals of such documents as necessary, it being a purpose of this proviso to ensure that Respondent Bosch not be required to divest itself completely of records or information that relates to products or businesses other than the Bosch ACRRR Business;

PROVIDED FURTHER, HOWEVER, that with respect to any contract or agreement included in the Bosch ACRRR Business that relates both to the Bosch ACRRR Product and to any other product, Respondent Bosch may, concurrently with assigning such contract or agreement to the extent it relates to the Bosch ACRRR Product, retain its rights under such contract or agreement for purposes of such other product(s).

PROVIDED FURTHER, HOWEVER, if, at the time the Commission determines to make this Order final, the Commission notifies Respondent Bosch that Mahle is not an acceptable Acquirer then, after receipt of such written notification: (1) Respondent Bosch shall immediately notify Mahle of the notice received from the Commission and shall as soon as practicable effect the rescission of the Bosch/Mahle Divestiture Agreement; and (2) Respondent Bosch shall, within one-hundred-twenty (120) days from the date this Order becomes final, divest the Bosch ACRRR Business, enter into manufacturing and distribution agreements, assign or extend rights and obligations under customer contracts, and divest any other assets or enter into any other relief required to satisfy the purposes of this Order, absolutely and in good faith, at no minimum price, to or with an Acquirer, that receives the prior approval of the Commission, and in a manner that receives the prior approval of the Commission;

PROVIDED FURTHER, HOWEVER, that if Respondent Bosch has complied with the terms of Paragraphs II.A. before the date on which this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondent Bosch that the manner in which the divestiture and assignments were accomplished is not acceptable, the Commission may direct Respondent Bosch, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture and assignments including, but not limited to, entering into additional agreements or arrangements, as the Commission may determine are necessary to satisfy the requirements of this Order.

- B. Respondent Bosch shall, as part of the Remedial Agreement:
1. grant a royalty-free, fully-paid-up, irrevocable, perpetual exclusive license (even as to the Respondent Bosch) to the:
 - a. Bosch/Agramkow Safety Patent, with rights to sublicense (to the extent that Respondent Bosch has the legal authority to grant such rights);
 - b. Bosch/Agramkow Patent Know-How, with rights to sublicense (to the extent that Respondent Bosch has the legal authority to grant such rights);
 2. grant a royalty-free, fully-paid-up, irrevocable, perpetual non-exclusive license, to the SPX Patent Lawsuit Patents and the SPX ACRRR Patents (whether or not they are SPX Essential Patents) solely for the sale of ACRRR Products in the United States.
- C. Prior to the Divestiture Date, Respondent Bosch shall secure all consents, assignments, and waivers from all Third Parties that are required for the Acquirer to manufacture and sell the Bosch ACRRR Products as of the Divestiture Date including, but not limited to, securing a lease for the York, Pennsylvania Facility, if such facilities are being leased to the Acquirer, and securing consents from all customers of the Bosch ACRRR Business whose contracts are being assigned or extended to the Acquirer pursuant to Paragraph II.A.
- PROVIDED, HOWEVER,* Respondent Bosch may satisfy this requirement with respect to any one or more leases or agreements by certifying that the Acquirer has executed such relevant agreements directly with each of the relevant Third Parties.
- D. Any Remedial Agreement that has been approved by the Commission between Respondent Bosch (or a Divestiture Trustee) and a Commission-approved Acquirer shall be deemed incorporated into this Order, and any failure by Respondent Bosch to comply with any term of such Remedial Agreement shall constitute a failure to comply with this Order.
- E. Respondent Bosch shall include, as part of a Remedial Agreement, any transition services agreement or agreements under which Respondent Bosch shall provide services or assistance to the Acquirer. Such transition services agreement or agreements shall include, but not be limited to:
1. an agreement relating to the Acquirer's assuming accounts that were administered by Respondent Bosch in which it sells Bosch ACRRR Products and accessories under Respondent Bosch's (or its subsidiary's) name. Such agreement may include, among other things, procedures for introducing the Acquirer to contact persons from the various accounts, either in person or by written communication and a transfer of all relevant information relating to such accounts;

2. an agreement relating to the Acquirer's assuming accounts, and continuing the marketing, sales, and homologation of Bosch ACRRR Products sold under Respondent Bosch's (or its subsidiary's) name worldwide. Such agreement may include, among other things, procedures for introducing the Acquirer to contact persons from the various accounts or manufacturers, either in person or by written communication, and a transfer of all relevant information relating to such accounts or manufacturers;
 3. an agreement for the temporary and transitional use of Respondent Bosch's Trade Dress, Trademarks, or other trade name on products sold by the Acquirer;
 4. scope of services, term, and prices or costs for such services; and
 5. the option for the Acquirer to terminate a particular service in the United States:
 - a. at any time, with prior notice not greater than thirty (30) days, without penalty or payment for the remainder of the original service period; and
 - b. without automatically terminating, or incurring a penalty or additional cost for continuing, that particular service in another part of the world.
- F. Respondent Bosch shall not terminate or modify any agreement that is part of a Remedial Agreement before the end of the term approved by the Commission without prior approval of the Commission pursuant to Commission rule 2.41(f)(5).
- G. The purposes of this Paragraph II of the Order are: (1) to ensure that the Acquirer will have the intention and ability to produce and sell the Bosch ACRRR Products independently of Respondent Bosch; and (2) to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint.

III. (Terminate Agreements)

IT IS FURTHER ORDERED that:

- A. Within thirty (30) days of the Acquisition Date:
1. Respondent Bosch shall terminate, and cease and desist from continuing or enforcing, any existing oral or written condition, requirement, policy, agreement, contract or understanding ("Restrictions") with any Person that, directly or indirectly prohibits or restricts a Person from advertising, servicing, distributing, or selling any ACRRR Product from any Third Party in the United States including, but not limited to, Restrictions contained in the following provisions and agreements: the "Robinair Domestic Service Center Agreement," the "SPX Service Solutions Authorized Warehouse Distributor Contract," and the "Robinair Advertising Loyalty Commitment Form."

2. Respondent Bosch shall notify, in the form of the letter attached in Appendix G to this Order, by first class mail, return receipt requested, or by e-mail with a return acknowledgment required, the general counsel, president, or main contact person responsible for the sales and marketing of ACRRR Products for all Third Parties with such Agreements described in Paragraph III.A., above, including, but not limited to, the Third Parties listed in Confidential Appendix H to this Order, that Respondents:
 - a. are terminating, pursuant to this Order, such Restrictions, and
 - b. shall be prohibited from entering into such Restrictions or any similar Restrictions in the United States for ten (10) years from the date the Order becomes final.
- B. For ten (10) years from the date the Order becomes final, Respondent Bosch shall cease and desist from inviting, entering into, implementing, continuing, enforcing, or attempting or threatening thereto, any Restrictions with any Person that, directly or indirectly prohibits or restricts a Person from advertising, servicing, distributing, or selling any ACRRR Product from any Third Party in the United States.

IV. (Patents)

IT IS FURTHER ORDERED that:

- A. Respondent Bosch shall not reinstate or refile the SPX Patent Lawsuit that was dismissed, which included, among other things, a demand for an injunction;
- B. Within sixty (60) days after the Divestiture Date, Respondent Bosch shall:
 1. make and deliver a written, unconditional, unilateral, irrevocable offer for a royalty-free, fully-paid-up, irrevocable, perpetual, non-exclusive license to the SPX Patent Lawsuit Patents and the SPX ACRRR Patents, solely to sell ACRRR Products in the United States to:
 - a. each of the defendants, other than RTI and Respondent Bosch or its successors, in the SPX Patent Lawsuit; and
 - b. the Persons listed in Confidential Exhibit I; and
 2. enter into such license if the offer is accepted.
- C. For the length of time until the last SPX Patent Lawsuit Patent or SPX ACRRR Patent expires, Respondent Bosch shall make an irrevocable offer to any Third Party, upon request, that it will grant a royalty-free, fully-paid-up, irrevocable, perpetual, non-exclusive license to the SPX Patent Lawsuit Patents and the SPX ACRRR Patents, solely to sell ACRRR Products in the United States, and enter into such license if the offer is accepted.

- D. Within five (5) days of date this Order is final, Respondent Bosch shall provide the Letter of Assurance attached as Appendix E to this Order to the SAE IP Department of SAE International for the purpose of making a binding, irrevocable commitment to license the SPX Essential Patents to any Third Party on fair, reasonable and non-discriminatory terms for the purpose of practicing the SAE J2788 or SAE J2843 standard in any ACRRR Product sold in the United States. Such Letter of Assurance shall have an effective date before the date of adoption of the SAE J2788 and SAE J2843 standards, respectively.
- E. For the length of time until the last SPX Essential Patents expire, Respondent Bosch shall not revoke the Letter of Assurance attached as Appendix E of this Order. Pursuant to its commitment in the Letter of Assurance, Respondent Bosch shall cease and desist from, directly or indirectly, in or affecting commerce as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44, initiating, or threatening to initiate, any Action demanding injunctive relief against any Third Party with respect to any, or for any alleged infringement of any claims of any, of the SPX Essential Patents including, but not limited to, Actions against manufacturers and customers. *PROVIDED, HOWEVER*, that Respondent Bosch shall be permitted to seek injunctive relief in an Action alleging infringement of the SPX Essential Patents if, and only if:
1. a court determines that an SPX Essential Patent (other than an SPX ACRRR Patent or an SPX Patent Lawsuit Patent) is being used for a purpose other than as required to comply with the SAE J2788 and SAE J2843 standards, or
 2. a Third Party:
 - a. states in writing it will not license one or more of the SPX Essential Patents consistent with the Letter of Assurance; or
 - b. refuses to license one or more of the SPX Essential Patents on terms that have been determined to comply with the Letter of Assurance through a process agreed upon by both parties or through a court.

V. (Asset Maintenance)

IT IS FURTHER ORDERED that:

- A. Except in the course of performing its obligations under a Remedial Agreement or as expressly allowed pursuant to this Order, for a period of ten (10) years from the date this Order becomes final, Respondent Bosch shall not interfere, directly or indirectly, with the Bosch ACRRR Business of the Acquirer.

PROVIDED HOWEVER, that unless otherwise prohibited by the Order, nothing in this Paragraph V.A. shall prevent (a) Respondent Bosch (i) from competing for contracts or for the business of suppliers, distributors, resellers, or customers; or (ii) from engaging in competition for the research, development, manufacture, marketing and sales of ACRRR Products.

- B. During the time period before the Divestiture Date, Respondent Bosch shall, except as otherwise provided in the Order:
1. take such actions as are necessary to maintain the full economic viability, marketability and competitiveness of the Bosch ACRRR Business to minimize any risk of loss of competitive potential for the Bosch ACRRR Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Bosch ACRRR Business, except for ordinary wear and tear. Respondent Bosch shall not sell, transfer, encumber or otherwise impair the Bosch ACRRR Business (other than in the manner prescribed in this Order), nor take any action that lessens the full economic viability, marketability or competitiveness of the Bosch ACRRR Business including, but not limited to, hiring or offering to hire any Designated Employees;
 2. retain all of Respondent Bosch's rights, title, and interest in the Bosch ACRRR Business, except for the disposition of inventory in the regular and ordinary course of business, consistent with past practices;
 3. maintain the operations of the Bosch ACRRR Business in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the assets, as necessary) and/or as may be necessary to preserve the marketability, viability, and competitiveness of the Bosch ACRRR Business and shall use its best efforts to preserve the existing relationships with the following: car manufacturers, suppliers, vendors, distributors, customers, governmental agencies, employees, and others having business relations with the Bosch ACRRR Business including, but not limited to, continuing the homologation process for the Bosch ACRRR Products. Respondent Bosch's responsibilities shall include, but are not limited to, the following:
 - a. Respondent Bosch shall provide the Bosch ACRRR Business with sufficient working capital to operate at least at current rates of operation, to meet all capital calls with respect to such business and to carry on, at least at their scheduled pace, all capital projects, business plans and promotional activities for the Bosch ACRRR Business;
 - b. Respondent Bosch shall continue, at least at their scheduled pace, any additional expenditures for the Bosch ACRRR Business authorized prior to the date the Consent Agreement was signed by Respondent Bosch including, but not limited to, all research, Development, manufacture, distribution, marketing and sales expenditures;

- c. Respondent Bosch shall provide such resources as may be necessary to respond to competition against the Bosch ACRRR Business and/or to prevent any diminution in sales of the Bosch ACRRR Business, world-wide, after the Acquisition Date and prior to the Divestiture Date including the maintenance of the homologation process for the Bosch ACRRR Products worldwide;
 - d. Respondent Bosch shall provide such resources as may be necessary to maintain the competitive strength and positioning of the Bosch ACRRR Business in a business-as-usual manner and/or in accordance with the applicable Bosch ACRRR Business plan;
 - e. Respondent Bosch shall make available for use by the Bosch ACRRR Business funds in a business-as-usual manner and/or in accordance with the applicable Bosch ACRRR Business plan sufficient to perform all routine maintenance or replacement, and all other maintenance or replacement of assets as may be necessary to maintain the Bosch ACRRR Business;
 - f. Respondent Bosch shall provide the Bosch ACRRR Business with such funds as are necessary to maintain the full economic viability, marketability and competitiveness of the Bosch ACRRR Business; and
 - g. Respondent Bosch shall provide such support services to the Bosch ACRRR Business as were being provided to such business by Respondent Bosch as of the date the Consent Agreement was signed by Respondent Bosch.
4. maintain a work force substantially as large as, and with training and expertise equivalent to or better, what was associated with the Bosch ACRRR Business as of the Acquisition Date including, but not limited to, instructing Respondent Bosch's Distributors to maintain a work force substantially as large as, and with training and expertise equivalent to or better, what was associated with the Bosch ACRRR Business as of the Acquisition Date.
5. develop, sell, participate in the homologation process, and manufacture the Bosch ACRRR Product consistent with past practices and/or as may be necessary to preserve the marketability, viability and competitiveness of the Bosch ACRRR Business pending divestiture.
- C. The purpose of this Paragraph V is to maintain the full economic viability, marketability and competitiveness of the Bosch ACRRR Business until the Divestiture Date, to minimize any risk of loss of competitive potential for the Bosch ACRRR Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Bosch ACRRR Business, except for ordinary wear and tear.

VI. (Confidentiality)

IT IS FURTHER ORDERED that for a period of ten (10) years from the date this Order becomes final:

- A. Except in the course of performing its obligations under a Remedial Agreement, or as expressly allowed pursuant to this Order:
 1. Respondent Bosch shall not seek, receive, obtain, use, share or otherwise have or grant access to, directly or indirectly, any Confidential Business Information from or with any Person. Among other things, Respondent Bosch shall not use such Confidential Business Information:
 - a. to assist or inform Respondent Bosch employees who Develop, manufacture, solicit for sale, sell, or service Respondent Bosch products that compete with the products divested, sold, or distributed pursuant to this Order including, but not limited to, the employees of the ACRRR business owned and operated by SPX SS;
 - b. to interfere with any suppliers, distributors, resellers, or customers of the Acquirer;
 - c. to interfere with any contracts divested, assigned, or extended to the Acquirer pursuant to this Order; or
 - d. to interfere in any other way with the Acquirer pursuant to this Order or with the Bosch ACRRR Business divested pursuant to this Order.
 2. Respondent Bosch shall not disclose or convey Confidential Business Information, directly or indirectly, to any person except the Acquirer or other persons specifically authorized by the Acquirer to receive such information;
 3. Respondent Bosch shall not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information to the employees associated with the SPX SS ACRRR Products; and
 4. Respondent Bosch shall institute procedures and requirements to ensure that:
 - a. Respondent Bosch employees with access to Confidential Business Information do not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information in contravention of this Order; and
 - b. Respondent Bosch employees associated with the SPX SS ACRRR Products do not solicit, access or use any Confidential Business Information that they are prohibited under this Order from receiving for any reason or purpose.

- B. The requirements of this Paragraph VI do not apply to Confidential Business Information that Respondent Bosch demonstrates to the satisfaction of the Commission, in the Commission's sole discretion:
1. was or becomes generally available to the public other than as a result of a disclosure by Respondent Bosch;
 2. is necessary to be included in mandatory regulatory filings; *PROVIDED, HOWEVER*, that Respondent Bosch shall make all reasonable efforts to maintain the confidentiality of such information in the regulatory filings;
 3. was available, or becomes available, to Respondent Bosch on a non-confidential basis, but only if, to the knowledge of Respondent Bosch, the source of such information is not in breach of a contractual, legal, fiduciary, or other obligation to maintain the confidentiality of the information;
 4. is information the disclosure of which is consented to by the Acquirer;
 5. is necessary to be exchanged in the course of consummating the Acquisition or the transactions under the Remedial Agreement;
 6. is disclosed in complying with this Order;
 7. is information the disclosure of which is necessary to allow Respondent Bosch to comply with the requirements and obligations of the laws of the United States and other countries;
 8. is disclosed in defending legal claims, investigations or enforcement actions threatened or brought against Respondent Bosch or the Bosch ACRRR Business; or
 9. is disclosed in obtaining legal advice.
- C. The purpose of this Paragraph VI is to maintain the full economic viability, marketability and competitiveness of the Bosch ACRRR Business until the Divestiture Date, to minimize any risk of loss of competitive potential for the Bosch ACRRR Business, to minimize the risk of disclosure and unauthorized use of Confidential Business Information of the Bosch ACRRR Business, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Bosch ACRRR Business, except for ordinary wear and tear.

VII. (Monitor)

IT IS FURTHER ORDERED that:

- A. Mr. Charles Johnson of BC Partners, LLC, shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondent Bosch and attached as Appendix C (“Monitor Agreement”) and Confidential Appendix C-1 (“Monitor Compensation”). The Monitor is appointed to assure that Respondent Bosch expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order.
- B. The Monitor Agreement shall require that, no later than one (1) day after the Acquisition Date, Respondent Bosch transfers to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to this Order and the Order to Maintain Assets, and consistent with the purposes of this Order.
- C. No later than one (1) day after the Acquisition Date, Respondent Bosch shall, pursuant to the Monitor Agreement, transfer to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to and consistent with, the purposes of this Order.
- D. Respondent Bosch shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:
 1. The Monitor shall have the power and authority to monitor Respondent Bosch’s compliance with the terms of the Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the Order and in consultation with the Commission including, but not limited to:
 - a. Assuring that Respondent Bosch expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order; and
 - b. Monitoring any agreements between Respondent Bosch and the Acquirer.
 2. The Monitor shall act in a fiduciary capacity for the benefit of the Commission.
 3. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to Respondent Bosch’s personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, Related to Respondent Bosch’s compliance with its obligations under the Order. Respondent Bosch shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor’s ability to monitor Respondent Bosch’s compliance with the Order.

4. The Monitor shall serve, without bond or other security, at the expense of Respondent Bosch on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the expense of Respondent Bosch, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities. The Monitor shall account for all expenses incurred, including fees for services rendered, subject to the approval of the Commission.
 5. Respondent Bosch shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, malfeasance, willful or wanton acts, or bad faith by the Monitor.
 6. The Monitor Agreement shall provide that within one (1) month from the date the Monitor is appointed pursuant to this paragraph, and every sixty (60) days thereafter, the Monitor shall report in writing to the Commission concerning performance by Respondent Bosch of its obligations under the Order.
 7. Respondent Bosch may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *PROVIDED, HOWEVER*, such agreement shall not restrict the Monitor from providing any information to the Commission.
- E. The Commission may, among other things, require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with the performance of the Monitor's duties.
- F. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor:
1. The Commission shall select the substitute Monitor, subject to the consent of Respondent Bosch, which consent shall not be unreasonably withheld. If Respondent Bosch has not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor within ten (10) days after notice by the staff of the Commission to Respondent Bosch of the identity of any proposed Monitor, Respondent Bosch shall be deemed to have consented to the selection of the proposed Monitor.
 2. Not later than ten (10) days after appointment of the substitute Monitor, Respondent Bosch shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor all the rights and powers necessary to permit the Monitor to

monitor Respondent Bosch's compliance with the relevant terms of the Order in a manner consistent with the purposes of the Order.

- G. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Order.
- H. A Monitor appointed pursuant to this Order may be the same person appointed as the Divestiture Trustee pursuant to the relevant provisions of this Order.

VIII. (Divestiture Trustee)

IT IS FURTHER ORDERED that:

- A. If Respondent Bosch has not fully complied with the obligations as required by Paragraph II of this Order, the Commission may appoint a Divestiture Trustee to divest the Bosch ACRRR Business, and enter any other agreements, assignments, and licenses, in a manner that satisfies the requirements of this Order.

In the event that the Commission or the Attorney General brings an action pursuant to § 5(l) of the Federal Trade Commission Act, 15 U.S.C. § 45(l), or any other statute enforced by the Commission, Respondent Bosch shall consent to the appointment of a Divestiture Trustee in such action to effectuate the divestitures and other obligations as described in Paragraph II. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph VIII shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(l) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by Respondent Bosch to comply with this Order.

- B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondent Bosch, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondent Bosch has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondent Bosch of the identity of any proposed Divestiture Trustee, Respondent Bosch shall be deemed to have consented to the selection of the proposed Divestiture Trustee.
- C. Not later than ten (10) days after the appointment of a Divestiture Trustee, Respondent Bosch shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effectuate the divestitures required by this Order.

- D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Paragraph VIII, Respondent Bosch shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:
1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to divest the Bosch ACRRR Business, and enter into all other agreements, licenses and assignments as described in Paragraph II of this Order.
 2. The Divestiture Trustee shall have one (1) year after the date the Commission approves the trust agreement described herein to divest the Bosch ACRRR Business, and enter into all other agreements, licenses and assignments as described in Paragraph II of this Order, absolutely and in good faith, at no minimum price, to one or more acquirers that receive the prior approval of the Commission and in a manner that receives the prior approval of the Commission. If, however, at the end of the one (1) year period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period or periods may be extended by the Commission; *PROVIDED, HOWEVER*, the Commission may extend the divestiture period only two (2) times.
 3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records and facilities Related to the relevant assets that are required to be divested by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondent Bosch shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondent Bosch shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondent Bosch shall extend the time for divestiture under this Paragraph VIII in an amount equal to the delay, as determined by the Commission.
 4. The Divestiture Trustee shall use best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondent Bosch's absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an acquirer as required by this Order.

PROVIDED, HOWEVER, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity for assets and businesses to be divested pursuant to Paragraph II, and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring entity selected by Respondent Bosch from among those approved by the Commission;

PROVIDED FURTHER, HOWEVER, that Respondent Bosch shall select such entity within five (5) days after receiving notification of the Commission's approval.

5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondent Bosch, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondent Bosch, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of Respondent Bosch, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order.
6. Respondent Bosch shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, malfeasance, willful or wanton acts, or bad faith by the Divestiture Trustee.
7. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order.
8. The Divestiture Trustee shall act in a fiduciary capacity for the benefit of the Commission.
9. The Divestiture Trustee shall report in writing to Respondent Bosch and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture.
10. Respondent Bosch may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; *PROVIDED, HOWEVER*, such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.
11. The Commission may, among other things, require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties.

- E. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph VIII.
- F. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the obligations under Paragraph II of this Order.
- G. The Divestiture Trustee(s) appointed pursuant to Paragraph VIII of this Order may be the same Person appointed as the Monitor pursuant to Paragraph VII of this Order, and the Order to Maintain Assets.

IX. (Employees)

IT IS FURTHER ORDERED that:

- A. Beginning no later than the time Respondent Bosch signs the Consent Agreement in this matter until ninety (90) days after the Divestiture Date:
 - 1. Respondent Bosch shall provide the applicable Designated Employees with reasonable financial incentives to continue in their positions for such period. Such incentives shall include a continuation of all employee benefits offered by Respondent Bosch until the Designated Employee has been hired, the Acquirer has decided not to hire such Designated Employee, or the Designated Employee has declined, in writing, the Acquirer's offer, including regularly scheduled raises, bonuses, vesting of pension benefits (as permitted by law), and additional incentives as may be necessary to transition the Bosch ACRRR Business to the Acquirer;
 - 2. Respondent Bosch shall not interfere with the interviewing, hiring, or employing of the Designated Employees by the Acquirer as described in this Order, and shall remove any impediments within the control of Respondent Bosch that may deter, or otherwise prevent or discourage the Designated Employees from accepting employment with the Acquirer including, but not limited to, any noncompete provisions of employment or other contracts with Respondent Bosch that would affect the ability or incentive of those individuals to be employed by the Acquirer. In addition, Respondent Bosch shall not make any counteroffer to a Designated Employee who receives a written offer of employment from the Acquirer, unless and until the Designated Employee has declined, in writing, the Acquirer's offer.
 - 3. Respondent Bosch shall, in a manner consistent with local labor laws:
 - a. facilitate employment interviews between each Designated Employee and the Acquirer including providing the names and contact information for such

employees and allowing such employees reasonable opportunity to interview with the Acquirer and shall not discourage such employee from participating in such interviews;

- b. not interfere in employment negotiations between each Designated Employee and the Acquirer;
- c. and with respect to each Designated Employee who receives an offer of employment from the Acquirer:
 - (1) not prevent, prohibit, or restrict, or threaten to prevent, prohibit, or restrict the Designated Employee from being employed by the Acquirer, and shall not offer any incentive to the Designated Employee to decline employment with the Acquirer including, but not limited to, the Acquirer offering to hire the Designated Employee;
 - (2) cooperate with the Acquirer in effecting transfer of the Designated Employee to the employ of the Acquirer, if the Designated Employee accepts an offer of employment from the Acquirer;
 - (3) eliminate any confidentiality restrictions that would prevent the Designated Employee who accepts employment with the Acquirer from using or transferring to the Acquirer any information relating to the manufacture and sale of the Bosch ACRRR Product; and
 - (4) unless alternative arrangements are agreed upon with the Acquirer, retain the obligation to pay the benefits of any Designated Employee who accepts employment with the Acquirer including, but not limited to, all accrued bonuses, vested pensions, and other accrued benefits.

PROVIDED, HOWEVER, that subject to the conditions of continued employment prescribed in this Order, this Paragraph IX.A. shall not prohibit Respondent Bosch from continuing to employ any Designated Employee under the terms of such employee's employment as in effect prior to the date of the written offer of employment from the Acquirer to such employee.

- B. Respondent Bosch shall not, for a period of two (2) years following the Divestiture Date, directly or indirectly, solicit, induce, or attempt to solicit or induce any Acquirer employee, who is employed by the Acquirer to terminate his or her employment relationship with the Acquirer.

PROVIDED, HOWEVER, Respondent Bosch may place general advertisements for or conduct general searches for employees including, but not limited to, in newspapers, trade publications, websites, or other media not targeted specifically at the Acquirer's employees;

PROVIDED FURTHER, HOWEVER, Respondent Bosch may hire Designated Employees who apply for employment with Respondent Bosch as long as such employees were not solicited by Respondent Bosch in violation of this Paragraph.

X. (Prior Notice)

IT IS FURTHER ORDERED that, for a period of five (5) years from the date this Order becomes final, Respondent Bosch shall not, without providing advance written notification to the Commission in the manner described in this Paragraph X, directly or indirectly, acquire:

- A. any stock, share capital, equity, or other interest in any Person, corporate or non-corporate, that produces, designs, manufactures, or sells ACRRR Products in or into the United States; or
- B. any business, whether by asset purchase or otherwise, that engages in or engaged in, at any time after the Acquisition, or during the six (6) month period prior to the Acquisition, the design, manufacture, production, or sale of ACRRR Products in or into the United States.

Said notification shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (herein referred to as “the Notification”), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Respondent Bosch and not of any other party to the transaction. Respondent Bosch shall provide the Notification to the Commission at least thirty days prior to consummating the transaction (hereinafter referred to as the “first waiting period”). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), Respondent Bosch shall not consummate the transaction until thirty days after submitting such additional information or documentary material. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition.

PROVIDED, HOWEVER, that prior notification shall not be required by this paragraph for a transaction for which Notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

PROVIDED, FURTHER, HOWEVER, that prior notification shall not be required by this Paragraph VIII for any acquisition after which Respondent Bosch would hold no more than one percent (1%) of the outstanding securities or other equity interest in any Person described in this Paragraph VIII.

XI. (Compliance Reports)

IT IS FURTHER ORDERED that:

- A. Within thirty (30) days after the date this Order becomes final, and every thirty (30) days thereafter until Respondent Bosch has fully complied with Paragraphs II.A., II.B., II.C., II.D., II.E., III.A., IV.B., IV.D., V.B., VII.A., VII.B., VII.C., VII.D., VIII, and IX.A. of this Order, Respondent Bosch shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Order. Respondent Bosch shall submit at the same time a copy of its report concerning compliance with this Order to the Monitor or Divestiture Trustee, if any Divestiture Trustee has been appointed pursuant to this Order. Respondent Bosch shall include in its report, among other things that are required from time to time, a full description of the efforts being made to comply with the relevant Paragraphs of the Order, including a description of all substantive contacts or negotiations related to the divestiture of the relevant assets and the identity of all parties contacted. Respondent Bosch shall include in its report copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning completing the obligations.
- B. Beginning twelve (12) months after the date this Order becomes final, and annually thereafter on the anniversary of the date this Order becomes final, for the next nine (9) years, Respondent Bosch shall submit to the Commission a verified written report setting forth in detail the manner and form in which it has complied, is complying, and will comply with this Order. Respondent Bosch shall include in its compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with the Order and copies of all written communications to and from all persons Relating To this Order. Additionally, Respondent Bosch shall include in its compliance report whether or not it made any notifiable acquisitions pursuant to Paragraph XI. Respondent Bosch shall include a description of such acquisitions.

XII. (Reorganization)

IT IS FURTHER ORDERED that Respondent Bosch shall notify the Commission at least thirty (30) days prior to any proposed:

- A. dissolution of such Respondent;
- B. acquisition, merger or consolidation of Respondent; or
- C. any other change in the Respondent including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of the Order.

XIII. (Access)

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days notice to Respondent Bosch, Respondent Bosch shall, without restraint or interference, permit any duly authorized representative(s) of the Commission:

- A. access, during business office hours of Respondent Bosch and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondent Bosch Relating To compliance with this Order, which copying services shall be provided by Respondent Bosch at its expense; and
- B. to interview officers, directors, or employees of Respondent Bosch, who may have counsel present, regarding such matters.

XIV. (Termination)

IT IS FURTHER ORDERED that, except for any provision of this Order that terminates on its own terms, this Order shall terminate on the date when the term of the last SPX Essential Patent ends.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED: