

4. This Consent Agreement is for settlement purposes only and does not constitute an admission by Proposed Respondent that it has violated the law as alleged in the draft of Complaint here attached, or that the facts as alleged in the draft Complaint, other than jurisdictional facts, are true.
5. All capitalized terms used in this Consent Agreement that are not otherwise defined shall have the definition used in the Decision and Order.
6. Not later than thirty (30) days after the date this Consent Agreement is signed by the Proposed Respondent, Proposed Respondent shall submit an initial report, pursuant to Section 2.33 of the Commission's Rules, 16 C.F.R. § 2.33. Proposed Respondent shall submit subsequent reports every sixty (60) days thereafter until the Decision and Order becomes final. Each compliance report submitted shall describe in detail the manner in which the Proposed Respondent has complied, is complying and will comply with the Consent Agreement, the Decision and Order and, if effective, the Datalogic-Honeywell Agreement, and shall, *inter alia*, identify all assignments, transfers and licenses subject to Paragraph II.E of the Decision and Order and provide information sufficient to demonstrate that such assignments, transfers and licenses comply with such Paragraph II.E.
7. Each report submitted pursuant to the preceding paragraph shall be verified by a notarized signature or sworn statement, or be self-verified in the manner set forth in 28 U.S.C. §1746. Section 2.41(a) of the Commission's Rules of Practice requires that Proposed Respondents file an original and two copies of all compliance reports with the Commission. Proposed Respondent shall file, in hard copy, an original compliance report and one copy with the Secretary of the Commission, and shall electronically send one copy directly to the Bureau of Competition's Compliance Division.
8. This Consent Agreement, and any compliance reports filed pursuant to this Consent Agreement, shall not become part of the public record of the proceeding unless and until the Commission accepts the Consent Agreement. If the Commission accepts this Consent Agreement, it, together with the draft Complaint, will be placed on the public record for a period of thirty (30) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this Consent Agreement and so notify Proposed Respondent, in which event the Commission will take such action as it may consider appropriate, or issue and serve its Complaint and issue and serve its Decision and Order, in disposition of the proceeding.
9. If this Consent Agreement is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Proposed Respondents: (1) issue and serve its Complaint corresponding in form and substance with the draft Complaint here attached, (2) issue and serve the attached Decision and Order, and (3) make information public with respect thereto.

10. When final, the Decision and Order shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time provided by statute for other orders. The Decision and Order shall become final upon service. Delivery of the Decision and Order to Proposed Respondent by any means specified in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a) – including without limitation, delivery to an office within the United States of the Counsel for Proposed Respondent listed on this Consent Agreement – shall constitute service. Proposed Respondent waives any right it may have to any other manner of service. Proposed Respondent also waives any right it may otherwise have to service of any Appendices attached or incorporated by reference into the Decision and Order if Proposed Respondent is already in possession of copies of such Appendices; and Proposed Respondent further agrees that it is bound to comply with and will comply with the Decision and Order to the same extent as if it had been served with copies of such Appendices.
11. The Complaint may be used in construing the terms of the Decision and Order, and no agreement, understanding, representation, or interpretation not contained in the Decision and Order, or the Consent Agreement may be used to limit or contradict the terms of the Decision and Order. The Decision and Order may be used to interpret any Remedial Agreement, and any nothing in the Remedial Agreement shall be construed to limit or contradict the terms of the Decision and Order, it being understood that nothing in the Decision and Order shall be construed to reduce any rights or benefits of an Acquirer or to reduce any obligations of the Respondent under a Remedial Agreement.
12. By signing this Consent Agreement, Proposed Respondent represents and warrants that (i) it can fulfill the terms of the Consent Agreement and accomplish the full relief contemplated by the Decision and Order and (ii) that all parents, subsidiaries, affiliates, and successors necessary to effectuate the full relief contemplated by this Consent Agreement are within the control of Proposed Respondent and are bound thereby as if they had signed this Consent Agreement and were made parties to this proceeding and to the Order; (iii) that as of the Acquisition Date, as defined in the Decision and Order, Intermec will be a wholly-owned subsidiary of Proposed Respondent and Proposed Respondent will own and control all intellectual property rights of Intermec; and (iv) all Relevant IP owned and controlled by Proposed Respondent is, and for the term of the Decision and Order will be, owned and controlled through Honeywell Scanning and Mobility.
13. Proposed Respondent has read the draft Complaint and the Decision and Order contained in this Consent Agreement. Proposed Respondent understands that once the Decision and Order has been issued, Proposed Respondent will be required to file one or more compliance reports showing that it has fully complied with the Decision and Order.
14. Proposed Respondent agrees to comply with the terms of the proposed Decision and Order from the date this Consent Agreement is signed. Proposed Respondent further understands that it may be liable for civil penalties in the amount provided by law for each violation of the Decision and Order after it becomes final.

HONEYWELL INTERNATIONAL INC.

By: _____

Position: _____

Dated: _____

COUNSEL

By: _____

Law Firm: _____

Dated: _____

Counsel for Honeywell International Inc.

FEDERAL TRADE COMMISSION

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