

# COMPLIANCE POLICY

Updated May 2022

## **Revision History**

Revised July 2008

Revised May 2022

May 2022

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## 1. Introduction

AIM provides a valuable service to its members (“**Members**”) by conducting research, collecting and disseminating statistics, and engaging in advocacy and policy making. These activities are lawful and not inherently detrimental to competition. However, Members are often active and competing on the same market and thus are potential or actual competitors. Therefore, particular care should be taken to ensure that there is no, and not even an appearance of, anti-competitive conduct.

Also, AIM engages with the political process with the aim of promoting and meeting the interests of its Members. Such political engagement presents a risk of (perceived) bribery and corruption. AIM is therefore committed to carrying out its activities responsibly, openly and with integrity and to never use improper influence.

In view of these risks, this compliance policy highlights the most important rules to comply with, and provides guidance on how to achieve effective compliance with those rules. It is intended for the guidance of AIM staff, and for Members only insofar as their actions relate to AIM activities. Members are individually responsible for their compliance with the law and they should obtain their own legal advice in respect of their own independent activities outside the framework of AIM.

The present policy only provides initial guidance. It is only an overview and must not be taken as a substitute for legal advice in case of doubt.

## 2. Relevant Laws

- 2.1 The most important legal rules of which any trade association's staff and members must be aware fall into the basic categories of commercial, anti-bribery and anti-corruption, competition and data protection laws. Other aspects such as employment law, health and safety rules and environmental law are outside the scope of this policy.
- 2.2 Like any company, a trade association has legal personality, meaning that it can conclude contracts, own property, be held liable for infringements of the law and so forth. The people who are designated as its representatives have the authority to bind the association and can thus incur liability for it. All others should be vigilant in claiming to "represent" or do anything "on behalf of" AIM. When in doubt, refer either to the by-laws of AIM, or to its Director General.
- 2.3 AIM engages with and influences the political process as an intermediary for Members by providing policy makers with information, expertise and resources and contributing to public debate. Such activities must be carried out responsibly, fairly and with integrity and should never involve excessive gifts or hospitality. Moreover, violations of anti-bribery and anti-corruption laws could expose AIM, its staff and any third-party intermediaries to significant criminal and civil liability. For those reasons, AIM strongly upholds applicable anti-bribery and anti-corruption rules.
- 2.4 As for competition law (also referred to as antitrust law), its purpose is to regulate the market to ensure the promotion and protection of a competitive economy, safeguard consumer welfare (innovation, choice, price competition etc.) and, in the EU, ensure that artificial barriers to trade are not put up between the Member States, which could affect the smooth running of the single market. Agreements between independent companies that may prevent, restrict or distort competition in the EU are thus subject to scrutiny. A trade association brings together a number of members who may be, in essence, competitors, so special care is necessary. Competition law will be discussed in more detail below.
- 2.5 Lastly, the perception and importance of data protection has significantly increased especially since the General Data Protection Regulation (GDPR) became applicable in May 2018. In this context, it is important that all businesses, including trade associations such as AIM, address data protection issues in their operation, e.g. organising meetings, events and workshops, communicating with Members, and in their internal management. A data protection section therefore has been added to this Policy.

## 3. Legal Professional Privilege

- 3.1 AIM from time to time seeks independent legal advice from external lawyers and communicates with them for that purpose. Such communications are in principle confidential and protected under legal professional privilege, which is recognised in all EU Member States.
- 3.2 Under EU competition law, legal professional privilege protects "communications" with an independent external lawyer who is qualified to practise in a Member State within the European Economic Area (EEA) (but not with a Member's in-house lawyer) provided that they are made for the purposes and in the interests of the client's rights of defence. It does not matter whether the document in question was created after or before the initiation of an investigation as long as it is related to the subject-matter of the investigation. "Communications" include:
  - Communications exchanged with external lawyers.
  - Internal documents which merely report an external lawyer's advice; and

- Internal preparatory documents (e.g. summaries of information that will be useful to the lawyer) which were drawn up exclusively for the purpose of seeking legal advice, even if they were not exchanged with an external lawyer or intended actually to be sent to an external lawyer.

3.3 Under Belgian law, legal professional privilege protects both communications with external lawyers and those with in-house lawyers who are members of the Belgian Institute for In-house counsel (*Institut des Juristes d'Entreprise / Instituut voor Bedrijfsjuristen*). The types of documents protected include internal requests for legal advice, correspondence relating to the legal advice, draft opinions and preparatory documents.

To maintain legal professional privilege:

- Mark clearly privileged documents as such on every page (e.g. "legally privileged and confidential").
- Keep privileged documents in a separate folder marked "legally privileged and confidential".
- Seek advice from an EEA-qualified external lawyer when you require written advice in relation to a sensitive matter.

#### 4. Anti-Bribery and Anti-Corruption Policy

- 4.1 No staff member of AIM is permitted to directly or indirectly offer or receive anything of value (e.g. money, cash equivalents, gifts, meals, entertainment, travel and accommodation, charitable donations, job offers) for the purpose of improperly influencing the actions of a person in order to obtain or retain business, secure an improper advantage, or otherwise induce or reward improper conduct.
- 4.2 A breach of anti-corruption or anti-bribery laws could result in severe fines for AIM and/or personal sanctions for individuals. Even the allegation of such a breach could do incalculable damage to our reputation.
- 4.3 In order to avoid such consequences, you must always comply with the principles below, in your professional capacity,
- Do not offer, promise or give EU or government officials or employees of state-owned entities any personal benefits, regardless of type and no matter how small such benefits may be.
  - In the case of hospitality extended to EU or government officials, or employees of state-owned entities, please defer to the Guidelines on gifts and hospitality for EU Commission staff or equivalent guidelines as appropriate .
  - Do not offer, promise, give, solicit or accept any gifts of money or cash equivalents (e.g. checks, vouchers etc.), regardless of amount.
  - Do not accept anything of value if it influences your decision, might appear to have influence on any decision or gives the feeling that you are obliged to provide something in return.
  - Do not accept or offer anything of value unless it is reasonable in terms of amount and frequency, it is proportionate given the business relationship between the giver and recipient, there is legitimate business reason to do so, and it is not at an inappropriate time (e.g. near decision making).
  - Be transparent about the giving and/or receiving of anything of value.
  - Do report to the Director General when receiving anything of value worth more than EUR 75 per person if possible prior to the acceptance and otherwise as soon as possible after the acceptance.
  - Do not offer anything of value worth more than EUR 75 per person unless there is explicit prior approval sought from the Director General.
  - Do not pay third parties more than an appropriate remuneration for their legitimate services.
  - Do encourage Members not to engage in nor tolerate any act of corruption.
  - When in doubt, do check with an AIM staff member or lawyer who is cognisant of the local rules.
- 4.4 Further, AIM monitors and manages conflicts of interest so that they do not create corruption risks. Conflicts of interest may arise when the private interests of an individual or of his/her close relatives, friends or business contacts diverge from those of AIM. Even the appearance of a conflict of interest can be as damaging as an actual conflict of interest. AIM therefore strongly encourages its staff members to disclose whether they have a material interest in any transaction, project or matter directly affecting AIM so that AIM can effectively monitor and manage actual or potential conflicts of interest or the appearance thereof.

## 5. Competition Law

### 5.1 Introduction

AIM's activities are inherently pro-competitive but, since Members that may be actual or potential competitors interact with each other within and through AIM, competition concerns may arise. Therefore, we are under a duty both to Members individually and to AIM as a whole to ensure that at all times we are conscious of the requirements imposed on us as an association, but also on our Members as market players.

Further, consequences of infringements of EU competition law are severe, including: unenforceability of contractual arrangements, business disruption caused by investigations, heavy fines that could go up to 10% of a company's world-wide annual turnover, damages negotiations and payments, and reputational damage. Individuals may also be subject to prison sentences, and director disqualifications. Such consequences must be avoided at all costs.

### 5.2 EU and National Competition Laws

In the EU, anti-competitive conduct may be subject to either EU competition law or the national competition law of the relevant Member State or both. EU competition law only applies to agreements or practices that may appreciably affect trade between Member States. The principal enforcer of EU competition law is the European Commission.

In general, basic rules of EU competition law and those of national competition laws are identical or quite similar. Thus, by complying with EU competition law, most of the time you also comply with national competition laws. However, albeit limited, there exist certain specific national rules. For instance, in Belgium, it is prohibited to abuse economic dependence of a trading partner although there is no equivalent prohibition under EU law. Explanations of such rules are outside the scope of this policy, and when you encounter a situation where specific national rules may apply, you should seek guidance from local lawyers.

### 5.3 EU Competition Law and Trade Associations

EU competition law applies to anti-competitive agreements between undertakings and "decisions" by associations of undertakings, including trade associations, such as AIM.

The concept of a "decision" includes the rules and regulations of a trade association, its decisions, codes of conduct, and recommendations. In essence, even if it is not binding, anything that accurately reflects the association's desire or resolve to coordinate its members' conduct on the market can be included in the concept of a "decision".

Any agreement implemented within the framework of an association may be subject to analysis either as a decision of the association or as an agreement between its members. Case law shows that the association itself may be fined separately from its members if it is shown to have played a sufficiently independent part in the illicit practice or the association itself entered into an anti-competitive agreement.

### 5.4 Prohibited Forms of Agreements

Agreements or decisions by trade associations that may be considered unlawful are not only those evidenced in writing. Gentlemen's agreements and tacit understandings can be condemned if they have the object or effect of affecting competition. It does not matter whether an agreement or decision has been implemented for the purpose of finding an infringement of competition law.

## 5.5 Cartels and Other Anti-Competitive Agreements

Cartels are the most serious types of anti-competitive agreements between competitors (horizontal agreements). Cartels include: price fixing, bid rigging, output limitation, customer or territory allocation, collective boycott, information exchanges between competitors of individualised data regarding intended future prices or quantities, and restrictions on carrying out R&D or using own technology.

In the case of agreements between non-competitors (vertical agreements), fixing (minimum) resale prices and restrictions which limit sales into particular territories or to particular customer groups are considered as the most serious types of anti-competitive agreements.

## 5.6 Abuse of a Dominant Position

Under EU competition law, dominant companies are prohibited from abusing their dominant position.

The assessment of a dominant position is based on various factors, including market shares, barriers to entry or expansion, and buying power. But market shares are a useful first indication of dominance and a company is unlikely to be dominant if its market share is less than 40 per cent.

The categories of conduct that are capable of amounting to a prohibited abuse include: exclusive dealing, tying, refusal to supply, practices that partition the internal market, excessive pricing, conditional rebates, bundling, predatory pricing, margin squeezing, and discrimination.

Although AIM itself is unlikely to risk infringing the prohibition on the abuse of market dominance, it is good to be conscious of what members may be bound by should they hold a dominant position on any market.

## 5.7 Objective Justifications

An anti-competitive agreement may, under certain circumstances, be permitted if it produces substantial efficiencies that outweigh any anti-competitive effects on consumers.

## 5.8 Dos and Don'ts

The following dos and don'ts should be kept in mind when you are carrying out activities within AIM:

- **Price-fixing**

Any discussion between members on prices, components leading to prices, discounts, terms or conditions of sale, margins, costs, future pricing policies or timing of price changes, promotions, terms of supply, sensitive details of relationships with customers or on any other commercially sensitive information **must never take place**. The general yardstick is that if that information is **not** publicly available on the open market, you do not discuss it with your competitors.

Acting in parallel, for example the adoption by a number of companies of the same practices towards their commercial partners, can equate to unlawful collusion. Defences that you were just reacting to competitive reality or that parallel behaviour is no more than coincidental must be objectively justifiable and proved. It is no defence that you were reacting to market disruption, trying to protect yourselves against powerful customers, trying to prevent over-production or any other apparently justifiable purpose: discussions on prices are **always** prohibited.



- **Resale Price Maintenance**

Any agreement restricting a downstream reseller's freedom to determine its resale prices is a violation of the law – (minimum) resale price maintenance is prohibited. Suppliers may only give non-binding recommendations on resale prices without any contractual commitment existing, or pressure exerted. Maximum prices are permitted. Discussing purchase prices is also generally unlawful.

- **Market Sharing**

Discussions between competitors on the allocation of markets or customers and limiting supply are likewise prohibited and other sensitive areas such as production volumes, costing methods and projected market strategies should be avoided. Any attempt to prevent or restrict parallel imports between the Member States is totally unacceptable, going against the very basis of the single market.

- **Certain Certification Schemes and Mandatory Standards.**

Although at AIM we do not confer recognised certifications, we do facilitate the creation of certain standards, notably in the form of good business practices. In establishing any sort of standard, it is important that all interested parties are given the opportunity to input to the work and that objective reasons for the final choices can be shown. In general, parties should be free to diverge from any such standards or best practice guidelines – there must certainly be no sanctions imposed on them for doing so.

- **Exchanges of Competitively Sensitive Information.**

Trade associations may collect and publish industry statistics giving an aggregate picture of the market (without identifying individual companies that provided the input data), jointly compile market research and general industry studies and discuss and lobby authorities on matters of concern to the industry as a whole. They may also publish information on the sales or production of particular undertakings if this is sufficiently historic so as to have no real impact on concrete future behaviour.

However, the information exchanged between members must never relate to the pricing, customer and market data referred to above. In general, information that is in the public domain may be discussed, but if it is a business secret it may not. When relying on publicly available information that would otherwise be sensitive in written materials or presentations, make sure to always quote the source of such information.

Examples of condemned information exchanges include breakdowns of deliveries by product or customer and the disclosure of invoices and capacity utilisation.

Remember: widespread and organised information exchange is one of the main components of a cartel.

- **Refusing Access to Potential Members, Where That Refusal Is Not Based on Reasonable and Objective Criteria and Is Discriminatory, Without any Appeal Process.**

The membership rules of an association must always be objective and precise and capable of being applied in a non-arbitrary and non-discriminatory manner.

Just as any sort of boycott will be regarded as an unlawful concerted practice, unreasonable refusal of membership is unacceptable. This may particularly be the case if membership of the association brings an identifiable competitive advantage to its members. Likewise, conditions for leaving an association must not be unduly restrictive. It is important to be cognisant of this in case an argument on membership were to arise.

- **Recommendations from a Trade Association to its Members, even if they are Non-binding, so long as they have the Object or Effect of Influencing the Commercial Behaviour of Those Members.**

Note that if a recommendation is followed or even if it just influences the behaviour of the members, this may be seen not only as a decision of the association but also an agreement or concerted practice between the members themselves. Thus there is potential for double liability: the members individually for a prohibited agreement or practice and the association itself for orchestrating anti-competitive behaviour.

None of the above prevents the lawful cooperation which AIM engenders among the membership. AIM may provide a forum for the development of certain common understandings, standards, and models, but their implementation will always be on a unilateral basis on the ground, hence we in no way reduce the tough commercial negotiations between our members and their trade partners. However, it is vital that at all times, no member of staff oversteps, or knowingly allows the members to overstep, the legal boundaries.

## 6. Guidelines for AIM Meetings

- 6.1 These guidelines are not comprehensive and are designed to serve as a reminder only. They apply to all AIM meetings, including ad hoc working groups, committees, and task forces and to informal discussions before, during and after AIM meetings.
- 6.2 It is the responsibility of each member to take its own advice on attendance at AIM meetings and what can and cannot legitimately be discussed. AIM staff and members should read and abide by the "Compliance Programme for AIM Officers and Staff", copies of which have been sent to all members and are available for download from the AIM members portal.
- 6.3 AIM is a membership organisation. Many of its members compete with each other, either because they compete in the same category or because they compete with one another for listing, shelf space, and positioning within the same retail outlets. Competition is both horizontal and vertical. This means that every activity of AIM must be measured against national and EU competition laws which prohibit behaviour that prevents, restricts, or distorts competition. Infringements of competition laws are treated very seriously by the authorities and could result in severe penalties (fines and/or damages) both for individual members and for AIM. In some countries individual executives involved in price-fixing or bid-rigging can be given a prison sentence.
- 6.4 Strict compliance with competition law is and always has been the policy of AIM. AIM exercises extreme care to avoid not only infringement, but anything that might raise even a suspicion of possible infringement. Because AIM's activity often involves input from two or more competitors, great care must be taken to ensure compliance with competition laws. An action, seemingly innocent when taken by itself, may be viewed by competition enforcers as part of a pattern of activity constituting a competition infringement. AIM must comply with competition rules even where the objective has been endorsed by an EU, national or other government body, such as environmental or health initiatives.

### **This means:**

- Participation in any AIM activity must be voluntary, and failure to participate shall not be used to penalise any company.
- There shall be no discussion, or sharing, of competitively sensitive information, which includes:

- price information, for example actual prices charged or paid or pricing intentions and also anything related to costs, discounts and rebates.
- promotional terms or activities.
- production volumes or capacity.
- terms of trade.
- product or business plans.
- non-public information regarding suppliers or customers, for example, information on which customers members deal with, the terms on which they deal with particular customers, and information on negotiations with customers.
- market shares.
- sales in volume or value.
- Discussions between members must not lead to any agreement or understanding regarding geographic markets or lead to a collective refusal to deal or a boycott.
- Historic data may be provided to the Secretariat for the purposes of agreed work topics but at no time shall such non-collated and anonymised data be available to other members or attributable to any individual member. Tests or data collection shall be governed by protocols developed in consultation with and monitored by counsel.
- Meetings shall be governed by an agenda prepared in advance and recorded by a summary prepared promptly after the meeting. Agendas and summaries of certain meetings shall be submitted for legal review prior to distribution where that is considered appropriate in light of the subjects discussed or the general nature of the meeting.
- Meetings shall always be preceded by a reading or showing of the antitrust caution, and the importance of the caution for each party present and for AIM as a whole shall always be underscored.
- Participants in the Association are not limited in any respect in the ways they decide to conduct their business. All actions of members remain voluntary. Each individual member remains free to make independent, competitive business decisions.
- If any participant believes an AIM committee or group is drifting toward impermissible discussion, the topic shall be postponed until the opinion of counsel can be obtained.

6.5 At all times each member is responsible for ensuring its own compliance with all applicable legal rules. Members' representatives on all committees (etc.) are strongly recommended to ensure that they have received the correct compliance training from their own legal department/counsel.

#### **6.6 Notes for Committee Chairmen: Antitrust Caution**

Set out below is a caution to be read or shown at the start of each meeting. The aim of this is to serve as a reminder to all participants of the antitrust law requirements. The statement should also be recorded in the summary as indicated below.

##### **Antitrust Caution**

The Association shall not enter into any discussion, activity or conduct that may infringe, on its part or on the part of its members, any applicable competition law. By way of example, members shall not discuss, communicate or exchange any competitively sensitive information, including non-public information relating to prices, marketing and advertising strategy, costs and revenues, trading terms and conditions with third parties, including purchasing strategy, terms of supply, trade programmes or distribution strategy. This applies not only to discussions in formal meetings but also to informal discussions before, during and after meetings.

**Message to new members or people taking part for the first time**

Please note that taking part in the Association is subject to having read and understood the antitrust guidelines of the Association. If you have not yet done so, please do so now.

**6.7 Procedure for AIM meetings:**

- The Secretariat will circulate the agenda to the members prior to the meeting and meetings shall be conducted only on the basis of the agreed agenda.
- Every agenda shall contain, as its first item, the antitrust caution in the terms set out above.
- The chair of the meeting shall read or show the antitrust caution at the start of each meeting, and the summary shall so record.
- If during the course of a meeting, a participant objects to a discussion out of an antitrust concern, this will be noted in the summary and the discussion will be terminated immediately. The chair should seek guidance from the Director General.
- A record of attendees shall be kept for each meeting. A comprehensive summary of all meetings shall be taken.
- The summary shall be circulated to all members of the relevant committee or group as soon as possible after the meeting. Any comment or request for amendment shall be notified to the chair and Secretariat as soon as possible following receipt of the summary.
- The above is the joint responsibility of the chairperson and Secretariat.

**If a meeting is held by AIM members, and an AIM staff member is not present, this shall not be recognised as an AIM meeting.**

## 7. Data Protection Law

As a trade association, AIM arranges workshops, meetings, and events, some of which are open to non-members, takes part in dialogues with regulators and legislators, and issues a variety of publications.

As an employer, AIM carries out HR activities, including, recruitment, employee record-keeping, performance monitoring, and creation of a healthy and safe working environment.

In whichever capacity, AIM is committed to maintaining the highest level of protection when processing personal data in accordance with applicable data protection laws, notably the GDPR.

### 7.1 Key Terms

Data protection laws apply to the processing of personal data.

- **“Personal data”** means any information relating to an identified or identifiable natural person (**“data subject”**); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. For instance, the corporate email address associated to a specific individual (e.g. name.surname@company.com) is personal data.
- **“Processing”** means any operation or set of operations performed upon personal data or sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### 7.2 Dos and Don'ts

We note below basic dos and don'ts to protect personal data. Please note that this list is not exhaustive but aims to provide the basic principles that need to be taken into account when handling personal data.

- Identify a valid lawful basis in order to process personal data.
  - Valid grounds include consent, contract, legal obligation, vital interests and legitimate interests.
- Do not process personal data in a way that is unduly detrimental, unexpected or misleading to the individuals concerned.
- Be clear, open and honest with people from the start about how we will use their personal data.
- Be clear about what our purposes for processing are from the start.
- Do not collect personal data more than we need for the stated purpose.
- Before processing sensitive personal data, ensure that it is lawful to do so, for example, by obtaining the individual's explicit written consent.
  - Sensitive personal data includes personal data disclosing racial or ethnic origin, religious or philosophical beliefs or trade union membership, genetic data and biometric data aimed at unequivocally identifying a natural person, data related to the health or sex life or sexual orientation of the person as well as data relating to criminal convictions and offences or related security measures.
- Do periodically review the personal data we hold and delete anything we don't need.
- Ensure the accuracy of any personal data we hold and update it as necessary.

- Comply immediately with the individual's right to rectification and carefully consider any challenges to the accuracy of the personal data.
- Erase or anonymise personal data when we no longer need it.
- Comply with individuals' requests for erasure under the right to be forgotten.
- Ensure that we have appropriate security measures in place to protect the personal data we hold.
- Before transferring personal data outside the association, in particular outside the EEA, ensure that it is lawful to do so, for example, by obtaining the individual's consent.
- Do not send emails for marketing purposes without getting consent from the intended recipient.

### **7.3 Sanctions**

Failure to comply with data protection laws may result in a reprimand, a temporary or definitive ban on data processing and/or a fine of up to €20 million or 4% of the business's total annual worldwide turnover.

## About AIM

AIM (Association des Industries de Marque) is the European Brands Association, which represents manufacturers of branded consumer goods in Europe on key issues that affect their ability to design, distribute and market their brands.

AIM comprises 2500 businesses ranging from SMEs to multinationals, directly or indirectly through its corporate and national association members. Our members are united in their purpose to build strong, evocative brands, placing the consumer at the heart of everything they do.

AIM's mission is to create for brands an environment of fair and vigorous competition, fostering innovation and guaranteeing maximum value to consumers now and for generations to come. Building sustainable and trusted brands drives the investment, creativity and innovation needed to meet and exceed consumer expectations.

### AIM's corporate members

AB InBev • Arla Foods • Bacardi Limited • Barilla • Beiersdorf • Bel Group • BIC • Chanel • The Coca-Cola Company • Colgate-Palmolive • Coty • Danone • Diageo • Dr. Oetker • Essity • Estée Lauder • Ferrero • Freudenberg/Vileda • FrieslandCampina • General Mills • GlaxoSmithKline • Heineken • Henkel • JDE • Johnson & Johnson • Kellogg • The Kraft Heinz Company • Lavazza Group • The LEGO Group • Levi Strauss & Co. • Lindt & Sprüngli • L'Oréal • LVMH • Mars Inc. • McCain Foods • McCormick • Mondelēz • Nestlé • Nike • Nomad Foods Europe • Orkla • PepsiCo • Perfetti Van Melle • Pernod Ricard • Procter & Gamble • Puma • Reckitt • Royal Philips • Sanofi • Savencia Fromage & Dairy • SC Johnson • Signify • Sofidel • Unilever

### AIM's national association members

Austria Markenartikelverband • Belgilux BABM • Czech Republic CSZV • Denmark MLDK • Finland FFDIF • France ILEC • Germany Markenverband • Hungary Márkás Termékeket Gyártók Magyarországi Egyesülete • Ireland Food & Drink Federation • Italy Centromarca • Netherlands FNLI • Norway DLF • Portugal Centromarca • Russia RusBrand • Spain Promarca • Slovakia SZZV • Sweden DLF • Switzerland Promarca • United Kingdom British Brands Group

EU Transparency register ID no.: 1074382679-01