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Vertical Agreements and Dominant Firms 2026

A practical cross-border resource to inform legal minds

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1 General

1.1 What authorities or agencies investigate and enforce the laws governing vertical agreements and dominant firm conduct?

The principal authority responsible for enforcing rules on vertical agreements and abuse of monopoly/dominant position is the Antimonopoly Committee of Ukraine (AMCU). The AMCU is a state authority with special status that investigates competition law infringements, requests information, reviews cases, adopts decisions and imposes sanctions.

AMCU decisions may be challenged before commercial courts. These courts also hear damages claims brought by parties harmed by competition law infringements.

1.2 What investigative powers do the responsible competition authorities have?

The AMCU has broad investigative powers under Article 7 of the Law of Ukraine "On the Antimonopoly Committee of Ukraine". In particular, it may investigate competition law infringements, consider cases, request information and documents, including restricted-access information, conduct inspections of undertakings and public authorities, appoint experts, carry out market studies, define relevant product market boundaries and assess market positions. Based on a commercial court decision, the AMCU may also access premises, copy information, seize or arrest documents and other information carriers, and involve law enforcement authorities where necessary.

1.3 Describe the steps in the process from the opening of an investigation to its resolution.

A case concerning a competition law violation is considered by the AMCU on the basis of an order initiating the case and ends with either a final decision or closure of the case.

The main stages are:

- opening of the case upon an application, a public authority submission or the AMCU's own initiative;
- notification of the respondent, applicant and third parties;
- collection and analysis of evidence;
- access to the case file and submission of explanations, evidence, motions and objections;
- preparing statement of objections and conducting hearings in the case; and
- adoption of a decision or closure of the case.

1.4 What remedies (e.g., fines, damages, injunctions, etc.) are available to enforcers?

Following the consideration of a case, the AMCU may find that a competition law infringement has been committed and require the undertaking to cease it and eliminate its consequences. The AMCU may also impose a fine and, where permitted by law, order the compulsory division (divestiture) of an undertaking holding a monopoly/dominant position. The AMCU may issue recommendations, while parties that suffered harm may claim damages in court.

1.5 How are those remedies determined and/or calculated?

Fines are determined mainly under the Law of Ukraine "On Protection of Economic Competition" (the Competition Law) and AMCU Fine Calculation Procedure No. 22-rp of 14 December 2023. The amount depends on the type and gravity of the infringement, its duration, effects on competition, the undertaking's turnover, and mitigating or aggravating factors. Other remedies are determined based on what is necessary to stop the infringement and restore competition with the core focus on behavioural remedies.

1.6 Describe the process of negotiating commitments or other forms of voluntary resolution.

Voluntary resolution is mainly available through the settlement procedure (which is applicable to both cartel and abuse of dominance cases) governed by Article 46-1 of the Competition Law, and the AMCU Settlement Procedure, approved by AMCU Resolution No. 18-rp of 30 November 2023. The respondent may submit a settlement application, cooperate with the AMCU, acknowledge the infringement, cease the conduct and eliminate its consequences. If accepted, the settlement is reflected in the final decision and the fine is reduced by 15%.

1.7 At a high level, how often are cases settled by voluntary resolution compared with adversarial litigation?

Voluntary resolution is currently used on a limited basis. It is a relatively new mechanism introduced in 2023 by Article 46-1 of the Competition Law. Separate official statistics on its application are not currently available; therefore, ordinary AMCU proceedings and, where relevant, subsequent court challenges remain the more common way of resolving cases.

1.8 Does the enforcer have to defend its claims in front of a legal tribunal or in other judicial proceedings? If so, what is the legal standard that applies to justify an enforcement action?

The AMCU does not need prior court approval to adopt an infringement decision. It considers the case and issues its decision independently. However, if the decision is challenged, the AMCU must defend it before the commercial courts.

The applicable standard is that the decision must be lawful, properly reasoned, supported by evidence and adopted in compliance with due process.

1.9 What is the appeals process?

The AMCU decision or order may be challenged, in whole or in part, by the applicant, the respondent or a third party before a commercial court within two months from the date of receipt of such decision or order. This time limit cannot be extended or reinstated. Further appeals are available under the general rules of commercial litigation procedure.

1.10 Are private rights of action available and, if so, how do they differ from government enforcement actions?

Private actions are available; persons harmed by a competition law infringement may bring a damages follow-on claim before the court. Unlike public enforcement by the AMCU, which is aimed at detecting infringements, stopping unlawful conduct and imposing sanctions, a private action is compensatory in nature and seeks recovery of the specific harm suffered by the claimant.

1.11 Describe any immunities, exemptions, or safe harbours that apply.

Ukrainian competition law provides exemptions and safe harbours mainly for concerted practices. Under Article 10 of the Competition Law, certain concerted practices may be permitted if they generate economic, technological or other efficiency benefits and do not substantially restrict competition.

Article 11 also allows the AMCU to establish Standard Requirements, under which prior approval is not required. For vertical agreements, the relevant act is the Standard Requirements for Vertical Concerted Practices of Undertakings, approved by AMCU Resolution No. 10-rp of 12 October 2017.

In cartel cases, leniency may also be available, allowing full or partial immunity from fines where the undertaking cooperates with the AMCU.

Dominance itself is not prohibited; only its abuse is unlawful.

1.12 Does enforcement vary between industries or businesses?

In practice, enforcement may vary depending on the industry or type of business, although competition law applies equally to all undertakings. The AMCU usually pays closer attention to socially important, regulated or concentrated markets, including energy, pharmaceuticals, transport, telecommunications, digital markets, public procurement and essential goods. However, the assessment always depends on the specific market conditions and the undertaking's conduct.

1.13 How do enforcers and courts take into consideration an industry's regulatory context when assessing competition concerns?

The AMCU and courts take into account sector-specific regulation, including licensing requirements, tariff regulation, infrastructure access rules, natural monopoly status and public service obligations.

At the same time, sector-specific regulation does not exempt undertakings from compliance with competition law, but it may affect market definition, the assessment of dominance, objective justification of the conduct and its effects on competition.

1.14 Describe how your jurisdiction's political environment may or may not affect antitrust enforcement.

The political environment may affect antitrust enforcement priorities, but it should not affect the legal assessment of individual cases. The AMCU is a state authority with special status and must act within the law. In practice, priority may be given to markets that are important for the state and consumers, including energy, pharmaceuticals, public procurement, infrastructure, digital services and socially important goods.

1.15 What are the current enforcement trends and priorities in your jurisdiction?

According to the AMCU 2025 Annual Report, enforcement trends in vertical agreements and dominant firms show increased scrutiny of pricing practices, infrastructure access, vertical relationships in sensitive markets and conduct of dominant undertakings. Key priorities include pharmaceuticals, energy, fuel, infrastructure and digital platforms. Overall, the AMCU's approach is becoming more analytical, relying more on market studies, recommendations and effects-based assessment.

1.16 Describe any notable recent legal developments in respect of, e.g., vertical agreements, dominant firms and/or vertical merger analysis.

Recent legislative changes have strengthened Ukraine's competition law framework. In particular, amendments to the competition legislation updated AMCU procedures, expanded investigative tools, introduced a settlement procedure for anti-competitive concerted practices and abuse of dominance, and formalised the approach to calculating fines. These changes did not create a separate regime for vertical agreements or dominant firms, but made enforcement more structured, evidence-based and closer to EU standards.

2 Vertical Agreements

2.1 At a high level, what is the level of concern over, and scrutiny given to, vertical agreements?

At a high level, vertical agreements in Ukraine are subject to moderate, but increasing, scrutiny. They are not viewed as problematic by default; however, the AMCU examines them closely where they may restrict competition, influence pricing, limit market access, or affect supply conditions. Particular attention is given to sensitive markets, dominant undertakings, and the practical impact of such agreements on competition.

2.2 What is the analysis to determine (a) whether there is an agreement, and (b) whether that agreement is vertical?

To determine whether an agreement exists, the AMCU first assesses whether there are concerted practices between undertakings under Article 5 of the Competition Law. This may include written or oral agreements, decisions of associations of undertakings, or any other coordinated conduct indicating coordination between the parties.

To determine whether the agreement is vertical, the AMCU assesses the parties' position in the production or distribution chain, in line with the Standard Requirements for Vertical Concerted Practices of Undertakings. An agreement is vertical where the parties operate at different levels of that chain; for example, as a manufacturer and distributor, supplier and buyer, or franchisor and franchisee.

2.3 What are the laws governing vertical agreements?

Vertical agreements in Ukraine are primarily governed by the Competition Law, in particular its provisions on concerted practices and anticompetitive concerted practices.

More specific rules are set out in the Standard Requirements for Vertical Concerted of Undertakings, which provide a safe harbour for certain vertical arrangements that meet the relevant conditions and therefore do not require prior AMCU approval.

2.4 Are there any types of vertical agreements or restraints that are absolutely ("*per se*") protected? Are there any types of vertical agreements or restraints that are *per se* unlawful?

Under Ukrainian law, vertical agreements are not automatically exempt or protected *per se*. However, they may benefit from the safe harbour under the Standard Requirements for Vertical Concerted Practices of Undertakings if, in particular:

- the supplier's market share does not exceed 30%;
- the buyer's market share does not exceed 30%;
- the agreement does not contain hardcore vertical restrictions, such as fixed or minimum resale prices, unjustified territorial or customer restrictions, or restrictions on passive sales;
- non-compete obligations are not indefinite and generally do not exceed five years; and
- post-term non-compete obligations satisfy specific conditions and generally do not exceed one year.

At the same time, Ukrainian law does not apply a classic *per se* illegality approach. Vertical agreements containing hardcore restrictions generally fall outside the safe harbour, but they are not automatically unlawful and must be assessed individually under the Competition Law.

2.5 What is the analytical framework for assessing vertical agreements?

The AMCU assesses vertical agreements by focusing on their potential impact on competition. It first considers whether the arrangement qualifies as a vertical concerted practice and whether it meets the safe harbour conditions, including the 30% market share threshold. The AMCU also examines whether the agreement contains any hardcore restrictions. Where the safe harbour is unavailable, the agreement is assessed individually, taking into account market power, the nature and duration of the restrictions, and their likely effects on market access, prices, competitors and consumers.

2.6 What is the analytical framework for defining a market in vertical agreement cases?

In vertical agreement cases, the relevant market is defined under the general competition law framework. The AMCU determines the product, geographic and time boundaries of the market, taking into account: substitutability; prices; supply conditions; consumer behaviour; entry barriers; and access to alternative distribution channels. It also considers the agreement's effects on related levels of the market, including supply, distribution and retail.

2.7 How are vertical agreements analysed when one of the parties is vertically integrated into the same level as the other party (so-called "dual distribution")? Are these treated as vertical or horizontal agreements?

In dual distribution scenarios, an agreement does not lose its vertical character simply because one party also operates at the same market level as the other. For example, a supplier may distribute products through an independent distributor while also selling directly to customers.

Such arrangements are generally assessed as vertical agreements where their main purpose relates to supply or distribution. However, any coordination between the parties at the level where they compete – for example, regarding prices, customers, territories or commercial strategy – may be examined separately as a horizontal restriction.

2.8 What is the role of market share in reviewing a vertical agreement?

Market share plays a key role in assessing whether a vertical agreement may benefit from the safe harbour. Under the Standard Requirements, the supplier's share on the relevant selling market and the buyer's share on the relevant purchasing market must each not exceed 30%. If this threshold is exceeded, the agreement is not automatically unlawful but requires individual assessment of market power, restrictions and potential effects on competition.

2.9 What is the role of economic analysis in assessing vertical agreements?

Economic analysis is particularly important where a vertical agreement falls outside the safe harbour and requires individual assessment. It enables the AMCU to evaluate market power, market structure, entry barriers, alternative supply or distribution channels, and the likely effects on prices, competitors and consumers. It also helps determine whether the agreement restricts competition or produces efficiencies, such as improved distribution, lower costs or wider product availability.

2.10 What is the role of efficiencies in analysing vertical agreements?

Efficiencies play an important role in assessing vertical agreements that may raise competition concerns. They help determine whether the agreement creates pro-competitive benefits, such as improved distribution, wider product availability, lower costs, better quality or stronger investment incentives. However, efficiencies must be properly substantiated, benefit consumers, and should not eliminate competition or impose restrictions going beyond what is necessary to achieve those benefits.

2.11 Are there any special rules for vertical agreements relating to intellectual property and, if so, how does the analysis of such rules differ?

Yes. A vertical agreement may include provisions on the granting or use of intellectual property (IP) rights if such provisions:

- are not the main subject matter of the agreement;
- are directly related to the use, sale or resale of goods by the buyer or its customers; and
- do not contain restrictions of competition that would exclude the agreement from the safe harbour.

The analysis therefore focuses not on the mere existence of IP rights, but on whether the IP-related provisions are ancillary to the vertical agreement and are not used to unjustifiably restrict competition.

2.12 Does the enforcer have to demonstrate anticompetitive effects?

Yes. The AMCU must demonstrate that the concerted practice has led or may lead to the prevention, elimination or restriction of competition under Article 6(1) of the Competition Law. Actual anticompetitive effects do not always have to be proven, but the AMCU must show, based on evidence and proper reasoning, that the conduct is capable of restricting competition.

2.13 Will enforcers or legal tribunals weigh the harm against potential benefits or efficiencies?

Yes. The AMCU and courts may weigh the potential benefits of a vertical agreement against possible harm to competition. Under Article 10 of the Competition Law, concerted practices may be permitted if they generate economic, technological or other efficiencies, provided that they do not substantially restrict competition on the market.

2.14 What other defences are available to allegations that a vertical agreement is anticompetitive?

Other possible defences include the absence of concerted practices, lack of independence between the parties or absence of restriction of competition, low market share, short duration of the restraint, availability of alternative supply or distribution channels, absence of foreclosure effects, objective economic justification or efficiencies, as well as compliance with the safe harbour or absence of hardcore vertical restrictions.

2.15 Have the enforcement authorities issued any formal guidelines regarding vertical agreements?

Yes, the Standard Requirements for Vertical Concerted Practices of Undertakings, which set out the conditions under which vertical concerted practices are permitted without separate AMCU approval, as well as the restrictions that fall outside this regime.

2.16 How is resale price maintenance treated under the law?

Resale price maintenance is generally treated as a risky vertical restraint. The safe harbour does not apply to agreements that restrict the buyer's ability to independently determine its resale price. However, maximum or recommended resale prices may be permissible, provided that they do not, in practice, result in fixed or minimum resale prices.

2.17 How do enforcers and courts examine exclusive dealing claims?

Exclusive dealing claims are assessed based on their actual or potential foreclosure effects. The AMCU and courts consider the parties' market power, duration and scope of exclusivity, the share of the market affected, availability of alternative suppliers or customers, entry barriers and any objective justification. Exclusive dealing is not automatically prohibited but may raise concerns where it restricts market access or strengthens dominance.

2.18 How do enforcers and courts examine tying/supplementary obligation claims?

The AMCU and courts assess tying/supplementary obligations by considering whether the condition effectively requires a counterparty to purchase an additional product or accept another obligation in order to obtain the main product or service. They also consider the parties' market power, the link between the products, the justification and proportionality of the condition, and its impact on market access, consumer choice and competitors.

2.19 How do enforcers and courts examine price discrimination claims?

Price discrimination is not prohibited as such in vertical agreements and is assessed by its actual or potential effects on competition. The AMCU may examine whether price differentiation is objectively justified or whether it is used to disguise resale price maintenance, including fixed or minimum resale prices. The key issue is whether the pricing mechanism restricts the buyer's ability to set resale prices independently or otherwise limits competition.

2.20 How do enforcers and courts examine loyalty discount claims?

Loyalty discounts are assessed based on their potential effect on competition. The AMCU and courts examine whether the discounts create customer dependence on a supplier, encourage purchases mainly or exclusively from one undertaking, or lead to foreclosure of competitors. They are particularly risky when applied by a dominant undertaking without objective economic justification.

2.21 How do enforcers and courts examine multi-product or "bundled" discount claims?

Multi-product or bundled discounts are assessed based on whether they may produce anticompetitive effects, such as foreclosure of competitors or strengthening of market power. The AMCU and courts consider whether the products can be purchased separately, whether the supplier has market power in relation to one of the products, whether the discount has an objective economic justification, and whether competitors can effectively compete with the bundle.

2.22 What other types of vertical restraints are prohibited by the applicable laws?

Other prohibited or high-risk vertical restraints include terms that may prevent, eliminate or restrict competition, such as fixed or minimum resale prices, unjustified territorial or customer restrictions, restrictions on passive sales, excessive non-compete obligations, exclusive dealing, tying, restrictions on access to distribution channels, or arrangements that may foreclose the market to competitors.

2.23 How are MFNs treated under the law?

MFN clauses are not expressly prohibited under Ukrainian law and are not automatically unlawful. They are assessed under the general competition law rules, taking into account the parties' market power, market coverage, duration of the obligation and potential effects on competition. Such clauses may raise concerns if they restrict price competition, prevent better terms through alternative sales channels, or strengthen the market power of a platform or supplier.

3 Dominant Firms

3.1 At a high level, what is the level of concern over, and scrutiny given to, unilateral conduct (e.g., abuse of dominance)?

Unilateral conduct – in particular, abuse of monopoly/dominant position – is one of the AMCU's key enforcement areas. Dominance itself is not prohibited, but undertakings with significant market power are subject to closer scrutiny. The AMCU examines whether such undertakings use their position to impose unjustified prices or conditions, discriminate between counterparties, restrict market access, refuse supply, or foreclose competitors.

3.2 What are the laws governing dominant firms?

The conduct of dominant firms is primarily governed by the Competition Law, in particular Articles 12 and 13, which define a monopoly/dominant position and prohibit abuse of dominance. The existing Dominance Methodology and AMCU procedural rules on case review, inspections, settlements and fines are also relevant. In addition, the AMCU is currently developing a new methodology for defining relevant markets and assessing dominance.

3.3 What is the analytical framework for defining a market in dominant firm cases?

Under the current framework, the relevant market in dominance cases is defined mainly under the Dominance Methodology. The AMCU determines the product, geographic and time boundaries of the market by assessing substitutability, consumer behaviour, prices, supply conditions and entry barriers. It then evaluates the undertaking's market position, including market share, competitors, market structure, stability of shares and the ability of customers or competitors to constrain its conduct.

3.4 What is the market share threshold for enforcers or a court to consider a firm as dominant or a monopolist?

Under Article 12 of the Competition Law, an undertaking is presumed to hold a monopoly/dominant position if its market share exceeds 35%, unless it proves that it faces significant competition. Dominance may also be established with a market share of 35% or less if the undertaking is not subject to significant competition. For collective dominance, the thresholds are over 50% for up to three undertakings and over 70% for up to five undertakings.

3.5 In general, what are the consequences of being adjudged "dominant" or a "monopolist"? Is dominance or monopoly illegal *per se* (or subject to regulation), or are there specific types of conduct that are prohibited?

Being found dominant does not in itself constitute a competition law infringement. Dominance or monopoly is not illegal *per se* under Ukrainian law; only abuse of such position is prohibited. A dominant undertaking is therefore subject to closer scrutiny, particularly regarding pricing, trading conditions, discrimination, refusal to supply, restrictions on market access or conduct that may foreclose competitors.

3.6 What is the role of economic analysis in assessing market dominance?

Economic analysis is important for identifying the undertaking's actual market power. The AMCU assesses not only market share, but also entry barriers, stability of market shares, access to infrastructure or resources, the strength of competitors, customers' ability to switch to alternative suppliers, and whether the undertaking can act independently of competitors and consumers. Thus, economic analysis helps determine whether the undertaking faces significant competition.

3.7 What is the role of market share in assessing market dominance?

Market share is an important starting point for assessing dominance, as it indicates the undertaking's market power. Under Article 12 of the Competition Law, a share exceeding 35% creates a presumption of monopoly/dominant position unless the undertaking proves that it faces significant competition. However, the AMCU also considers entry barriers, share stability, competitors' strength and the undertaking's ability to act independently.

3.8 What defences are available to allegations that a firm is abusing its dominance or market power?

Possible defences include the absence of dominance, an incorrect market definition or market share assessment, the existence of significant competition or countervailing buyer power, and the absence of negative effects on competition. The undertaking may also argue that its conduct had an objective economic justification, was necessary and proportionate, generated efficiencies, or resulted from regulatory requirements or other circumstances beyond its control.

3.9 What is the role of efficiencies in analysing dominant firm behaviour?

Efficiencies may justify the conduct of a dominant undertaking only where they are objectively justified, necessary and proportionate. The undertaking may argue that its conduct reduces costs, improves quality, encourages investment or ensures stable supply. However, efficiencies cannot justify conduct that substantially restricts competition or unjustifiably harms consumers or competitors.

3.10 Do the governing laws apply to "collective" dominance?

Yes. Ukrainian competition law applies to collective dominance. Under Article 12 of the Competition Law, collective dominance may be established where the aggregate market share of up to three undertakings exceeds 50%, or the aggregate market share of up to five undertakings exceeds 70%, unless they prove that they face significant competition.

3.11 How do the laws in your jurisdiction apply to dominant purchasers?

The same rules apply to dominant purchasers as to dominant sellers. If a purchaser has market power on the purchasing market, its conduct may constitute abuse of dominance, including imposing unfair terms on suppliers, unjustifiably lowering purchase prices, discriminating between suppliers, refusing to purchase without objective reasons, or creating barriers to market access.

3.12 What counts as abuse of dominance or exclusionary or anticompetitive conduct?

Abuse of monopoly/dominant position means actions or omissions by a dominant undertaking that have led or may lead to restriction of competition or harm to other undertakings or consumers, and would be impossible under conditions of significant competition. In particular, this includes:

- setting prices or terms that would be impossible under significant competition;
- applying different prices or terms to equivalent transactions without objective reasons;
- imposing additional obligations unrelated to the subject matter of the agreement;
- limiting production, markets or technical development;
- refusing to buy or sell goods where no alternatives are available;
- restricting the competitiveness of other undertakings without objective reasons; and
- creating barriers to market entry or exit, or eliminating other market participants.

3.13 What is the role of intellectual property in analysing dominant firm behaviour?

IP rights do not in themselves establish dominance and do not exempt an undertaking from competition law. They may be relevant where they give control over important technology, data, a brand or access to a product. Conduct may raise concerns if IP rights are used not for legitimate protection, but to unjustifiably restrict access, refuse licensing or exclude competitors.

3.14 Do enforcers and/or legal tribunals consider "direct effects" evidence of market power?

Yes. The AMCU and courts may consider direct effects evidence as an indicator of market power, including the ability to set prices or terms that would be impossible under significant competition, restrict market access, reduce quality, refuse supply, or act independently of competitors, buyers or consumers.

3.15 How is "platform dominance" assessed in your jurisdiction?

In Ukraine, there is no separate legal test for platform dominance. It is assessed under the general rules of Article 12 of the Competition Law and the Dominance Methodology. The AMCU considers the platform's market share, network effects, access to data, dependence of business users, switching barriers, intermediary role, and ability to act independently of competitors, users and consumers.

3.16 Are the competition agencies in your jurisdiction doing anything special to try to regulate big tech platforms?

Ukraine has not introduced a separate Digital Markets Act-style regime specifically for big tech platforms. The AMCU currently addresses digital platforms through the general competition law framework, including rules on abuse of dominance, anticompetitive concerted practices and unfair competition. In practice, the AMCU has focused mainly on market studies, recommendations and monitoring of digital markets, but more active enforcement may develop as its practice in this area evolves.

3.17 Under what circumstances are refusals to deal considered anticompetitive?

A refusal to deal may be considered anticompetitive where it is carried out by an undertaking holding a monopoly/dominant position and leads or may lead to restriction of competition or harm to other undertakings or consumers. Under Article 13 of the Competition Law, a partial or complete refusal to buy or sell goods may be abusive where no alternative sources of supply or purchase are available.

4 Miscellaneous

4.1 Please describe and comment on anything unique to your jurisdiction (or not covered above) with regard to vertical agreements and dominant firms.

A specific feature of the Ukrainian jurisdiction is that rules on vertical agreements and dominant firms are applied against the background of wartime economic conditions and Ukraine's ongoing alignment with EU competition standards. This makes enforcement more context-sensitive and focused on markets that are critical for the state, businesses and consumers.

In practice, the AMCU pays particular attention to sectors such as energy, fuel, pharmaceuticals, infrastructure, public procurement and other socially important markets. In these areas, the analysis often goes beyond formal market shares or contract wording. The AMCU tends to assess the actual economic impact of the conduct, including whether it affects access to essential goods or infrastructure, supply stability, pricing conditions, market entry, competitors' ability to operate and consumer welfare.

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Mariya is a highly regarded expert in antitrust and competition law, with extensive experience advising both national and international clients. Her expertise includes antitrust investigations – covering abuse of dominance, cartel cases, and anticompetitive agreements such as price-fixing and market allocation – as well as merger control and state aid. Her deep knowledge of EU competition law enables her to work effectively with multinational corporations.
In addition to her private practice, Mariya has a distinguished track record in public service. From 2015 to 2019, she served as the First Deputy Chair of the AMCU, where she played a pivotal role in shaping competition policy and enforcement mechanisms in Ukraine. Under her leadership, key reforms were introduced, including the establishment of a state aid system, advancements in standards of proof for antitrust investigations, and improvements in merger control assessments. She was also a member of the Interdepartmental Commission on International Trade of Ukraine (ICIT).
After her tenure at the AMCU, Mariya returned to Aequo in 2020, bringing her vast experience in regulatory policy, competition law, and trade matters back to private practice. She now advises clients on complex competition law issues, state aid, and environmental compliance.
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Oleksandr Diakulych is Counsel in the Antitrust and Competition practice at Aequo. Leveraging more than 18 years of experience, he advises multinational corporations and leading Ukrainian businesses on complex regulatory and litigation matters across energy, automotive, telecommunications, banking, and retail. Oleksandr builds and executes end-to-end competition strategies – from risk assessments and compliance design to investigations, merger control, and contentious enforcement – bringing a pragmatic, data-driven approach to every mandate.
His track record includes managing multi-party antitrust projects, steering high-stakes litigation, and securing favourable outcomes in cases involving alleged cartels, abuse of dominance, and vertical restraints. He routinely coordinates with economists and technical experts to quantify effects, model counterfactuals, and present clear, evidence-based arguments before the AMCU and commercial courts. Clients value his ability to translate intricate competition issues into practical, board-level decisions and to calibrate defence or settlement strategies to commercial objectives and timing constraints.
Oleksandr's market-facing profile is underscored by his leadership as Co-head of the Competition Committee at the American Chamber of Commerce in Ukraine, where he contributes to policy dialogues, drafts position papers, and promotes transparent, pro-competitive regulation aligned with EU/OECD best practices. His sector experience spans legacy and new-economy businesses alike – from infrastructure and conventional energy to e-commerce and fintech – allowing him to anticipate regulatory pressure points and structure resilient distribution, pricing, and cooperation frameworks.
Admitted to the Ukrainian Bar in 2011, Oleksandr combines deep black-letter expertise with hands-on advocacy in merger proceedings (Phase I/II), dawn raid preparedness, forensic reviews, information requests, commitments negotiations, and follow-on damages claims. He is frequently engaged to troubleshoot complex compliance challenges and to lead cross-practice teams on matters with multi-jurisdictional exposure.

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Aequo is a leading Ukrainian full-service business law firm advising clients on complex disputes, high-value transactions and strategic legal matters. The firm is known for its strong sector focus, innovative approach and commercially oriented advice. Now in its 11th year, Aequo has continued to grow despite war-related challenges, adapting to the changing needs of clients and the Ukrainian market, while also implementing advanced legal technology solutions to improve the efficiency and quality of its services.
The firm advises across a broad range of practice areas, including antitrust and competition, banking and finance, capital markets, compliance and anti-corruption, corporate and commercial, dispute resolution, IP, mergers and acquisitions, public law, real estate, and tax and customs. Aequo has a particularly strong antitrust and competition practice, covering merger control, concerted practices, investigations, compliance, cartels, abuse of dominance, unfair competition, public procurement appeals, state aid and antitrust litigation. Its IP practice is also recognised for combining prosecution and litigation expertise, including trademarks, patents, copyright, domain names, trade secrets, licensing and IP disputes.
Aequo is active in professional associations and business networks, including the International Bar Association, American Chamber of Commerce in Ukraine, European Business Association, Ukrainian Bar Association and UN Global Compact. The firm is also committed to diversity, inclusion, mentoring and professional development, and supports Ukraine's recovery, EU integration and veteran-related initiatives through *pro bono* work and corporate responsibility projects.
Aequo has been recognised by leading international legal directories and awards, including *The Lawyer* European Awards, *Financial Times Innovative Lawyers Report*, *Chambers and Partners*, *The Legal 500*, *IFLR1000*, *GCR* and other rankings.

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