Annex 1 Siegen questionnaire (English version run with US Prolific participants)

You will be presented with a few scenarios describing negotiations between two business partners. You will be asked questions to each of the scenarios. Answering these questions requires no prior knowledge. There are no right or wrong answers. We just want to know your opinion!

Scenario1 The new potential business partner P is an ardent New York Yankees[1] fan. Negotiator N is a registered member of Boston Red Sox fan club and has hated New York Yankees since early childhood. But since he doesn't want to jeopardize the conclusion of the contract, he raves about New York Yankees when he talks to his potential business partner. The contract is concluded.
Do you consider negotiator N's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should negotiator N's behavior entitle business partner P to rescind the contract?

- no
- yes

Scenario2 Potential customer C cannot quite decide whether or not to buy the machine. Machine manufacturer M tells him that he is able to produce merely one further machine for the date requested. In reality, the machine manufacturer has five machines in stock. The contract is concluded.
Do you consider manufacturer M's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should manufacturer M's behavior entitle customer C to rescind the contract?

- no
- yes

Scenario3 Buyer B would like to purchase a machine from manufacturer M. Manufacturer M merely has one machine immediately available in stock. M explains to potential buyer B that, just today, B's competitor also made a purchase request for this machine. In truth, the manufacturer has not received such a purchase request. B and M conclude a contract.
Do you consider manufacturer M's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should manufacturer M's behavior entitle buyer B to rescind the contract?

- no

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[1] In Italy and Germany, we used names of popular soccer teams.

- yes

Senario4 Buyer B would like to purchase a machine from manufacturer M. Buyer B explains to manufacturer M that he has received an offer for an equivalent machine for 1,200,000$. He would only be interested in the purchase if M was able to undercut or at least hold this price. It is indeed true that buyer B has received an offer to purchase a machine for 1,200,000 $. However, the machine would not be available until six months later, and it would also not be as well equipped, which is why B wants to purchase the machine from manufacturer M. Buyer B and manufacturer M conclude a contract.

Do you consider buyer B's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should buyer B's behavior entitle manufacturer M to rescind the contract?

- no
- yes

Scenario5 Purchaser P has traveled to meet vendor V. They have almost reached an agreement. P makes his final offer and states to vendor V that he has to leave in 30 minutes to catch his flight. Pressed for time, vendor V accepts P's offer. P could have rescheduled his flight and taken a later plane without problems.

Do you consider purchaser P's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should purchaser P's behavior entitle vendor V to rescind the contract?

- no
- yes

Scenario6 Vendor V refuses to accept customer C's wishes regarding some contractual clauses, since his company has never agreed to such clauses. Vendor V further explains that he is not allowed to deviate from these standards. In truth, however, V's company has occasionally accepted such clauses, and V also possesses the required negotiating power. The contract is concluded.

Do you consider vendor V's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should vendor V's behavior entitle customer C to rescind the contract?

- no
- yes

Scenario7 Vendor V is asked for performance data of a machine. The data provided by vendor V can be achieved individually in test mode; in practice, the figures are roughly 20% worse. Vendor V and buyer B conclude a contract for the purchase of the machine.

Do you consider vendor V's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should vendor V's behavior entitle buyer B to rescind the contract?

- no
- yes

Scenario8 Manufacturer M and buyer B are negotiating the purchase of a machine. B has particular ideas regarding the production. Manufacturer M rejects one of B's requests stating that the machine would then not meet the required safety standards. This is not true. The required safety standards do not preclude B's production requests. M and B conclude a contract.
Do you consider manufacturer M's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should manufacturer M's behavior entitle buyer B to rescind the contract?

- no
- yes

Scenario9 Purchaser P and vendor V are negotiating the purchase of a machine. P's limit (i.e. the maximum price) is 700,000 $. Following lengthy negotiations, he has so far offered 630,000$. The vendor has lowered the price to 670,000 $. P states to V that his final offer is 650,000 $. He cannot and must not offer a higher price. V accepts the offer and the contract is concluded.
Do you consider purchaser P's behavior to be morally acceptable or immoral?

- morally acceptable
- immoral

Should purchaser P's behavior entitle vendor V to rescind the contract?

- no
- yes

Thank you for reading the scenarios! Before you finish, we would like you to answer a few questions about yourself.

Would you consider yourself to be a successful negotiator both privately and professionally?

- Yes
- No

How often do you participate in negotiations? In order to demonstrate that you have read this question, please click "Sometimes" instead of the actual frequency you participate in negotiations.

- Never
- Rarely
- Sometimes

- Often
- Very often

How would you describe your personal moral standards?

- Average
- High
- Low

What is your gender?

- Male
- Female
- Non-binary
- Prefer not to say
- Other (Please specify): _____

Annex 2

Table 1. Percentage of various demographic categories in each of the Prolific samples

	Germany	Italy	US
N	295	295	294
Age group:			
18-44	89.5%	90.9%	70.8%
45-64	8.8%	7.1%	19.7%
65 and older	1%	0%	6.5%
Other	0.7%	2%	3.1%
Gender			
Male	49.2%	48.5%	49.3%
Female	50.2%	49.8%	49%
Other	0.7%	1.7%	1.7%
Race			
White	91.9%	96.7%	72.8%
Black	0%	0%	9.2%
Asian	2%	0.3%	5.8%
Mixed	3.8%	0.3%	5.4%
Other	2.4%	2.7%	6.8%
Employment			
Employed	57%	43.7%	44.2%
Unemployed	5.8%	24.8%	12.6%
Other	37.3%	31.5%	43.2%
Student status			
Yes	33.9%	49.5%	11.2%
No	49.9%	44.8%	62.6%
Other	16.3%	5.8%	26.2%

Note: For all demographic categories, *Other* refers to participants who either (a) revoked their consent to share demographic data with Prolific, or (b) have not updated their information recently. In the case of Race, the *Other* group additionally includes participants who explicitly selected "Other" when asked about their race.

Table 2. Logistic Regression on Moral and Legal Assessments and Their Divergence

	Immoral	Right to rescind	Immoral but no right to rescind
Age:			
45-64	-0.00	-0.03	-0.01
	(0.07)	(0.08)	(0.10)
>65	-0.20	0.18	-1.14***
	(0.15)	(0.15)	(0.33)
Other	-0.17	0.15	-0.89
	(0.31)	(0.31)	(0.61)
Gender			
Female	-0.06	-0.00	-0.09
	(0.05)	(0.05)	(0.06)
Consent Revoked	0.44	0.10	0.77
	(0.38)	(0.38)	(0.70)
Student			
Yes	0.03	-0.12*	0.24**
	(0.05)	(0.06)	(0.07)
Other	-0.23**	-0.14	-0.15
	(0.08)	(0.08)	(0.11)
Race			
Black	0.30*	0.35**	-0.28
	(0.13)	(0.13)	(0.21)
Asian	-0.01	0.27	-0.64*
	(0.14)	(0.14)	(0.25)
Mixed	0.24	0.11	0.40*
	(0.13)	(0.13)	(0.16)
Other	-0.03	0.09	0.02
	(0.14)	(0.15)	(0.20)
Employed			
Yes	-0.06	-0.07	0.05
	(0.07)	(0.07)	(0.09)
Other	-0.04	-0.02	-0.03
	(0.07)	(0.08)	(0.10)
Constant	-0.01	-0.45***	-1.71***
	(0.07)	(0.07)	(0.09)
Observations	7,956	7,956	7,956
Individuals	884	884	884
Pseudo R2	0.00228	0.00213	0.00970

Note: Table reports results from three separate logistic regression model. The dependent variables are: (1) whether the participant judged the lie as immoral, (2) whether they believed the lie should give a right to rescind the contract, and (3) whether the lie was judged immoral but not deserving of rescission. All models include the same set of demographic predictors. The reference categories are: Age 18–44, Gender Male, Student status No (i.e., not a student), Race White, and Employment Unemployed. Coefficients are log-odds; standard errors in parentheses. For all demographic categories, Other refers to participants who either (a) revoked their consent to share demographic data with Prolific, or (b) have not updated their information recently. In the case of Race, the Other group additionally includes participants who explicitly selected "Other" when asked about their race.

Table 4. Predictors of Moral–Legal Divergence (Judging a Lie Immoral but Not Warranting Rescission)

	Immoral but no right to rescind	Immoral but no right to rescind
Country:		
US	-0.70***	-0.62***
	(0.12)	(0.13)
Italy	-0.09	-0.13
	(0.12)	(0.12)
Age:		
45-64		0.09
		(0.17)
>65		-1.01*
		(0.45)
Other		-0.73
		(0.70)
Gender		
Female		-0.09
		(0.10)
Consent Revoked		0.54
		(0.84)
Student		
Yes		0.19
		(0.12)
Other		-0.11
		(0.17)
Race		
Black		0.09
		(0.36)
Asian		-0.49
		(0.34)
Mixed		0.65**
		(0.21)
Other		0.20
		(0.34)
Employed		
Yes		0.09
		(0.36)
Other		-0.49
		(0.34)
Constant	-1.79***	-1.76***
	(0.09)	(0.17)
Observations	7,965	7,956
Individuals	885	884
Log pseudolikelihood	-3255	-3235

Note: Logistic random-effects regressions with respondent-level random intercepts (within-subject design). The dependent variable is whether a lie was judged immoral but not warranting a right of rescission. Model 1 includes only country indicators (Germany = reference). Model 2 additionally includes demographic covariates (age, gender, student status, race, employment) as in Table 3. Standard errors are clustered at the respondent level. Coefficients are reported with standard errors in parentheses. $p < 0.05$, $p < 0.01$, $p < 0.001$.

Annex 3 Cross-Country Differences

The purpose of conducting this study in three countries with different legal systems and doctrinal approaches to lying was to test whether our hypotheses would hold across contexts. Overall, the results support our predictions regardless of participants' country of residence. To examine whether there are significant differences between countries, and whether these map onto doctrinal differences, we estimated random-effects logistic regression models for three outcomes: (i) judgments that a lie is immoral, (ii) judgments that a lie should give a right to rescind, and (iii) divergence between the two (immoral but not legally actionable). Each model included a respondent-level random intercept to account for repeated judgments within individuals (within-subject design), with standard errors clustered at the respondent level. Country and scenario indicators, as well as their interactions, were included to allow for cross-national contrasts.

We then conducted post hoc analyses comparing marginal effects for each scenario between Germany and Italy, and between Germany and the US. For each outcome, p-values were adjusted for multiple testing using a Bonferroni correction. A key conclusion is that the observed differences do not align closely with the formal legal treatment of lies, suggesting that people's judgments are shaped more by shared normative intuitions than by black-letter law.

We conclude this section with Table 4, which maps each scenario onto the prevailing legal doctrine in Germany, Italy, and the US, alongside observed cross-country differences in participant responses. The figures that follow present adjusted probabilities of judging a lie as immoral, judging that it should give rise to rescission, and the divergence between these two assessments, based on the regression analyses described above.

Table 3. Legal status of lies described in the scenarios in each country and scenario-level comparisons of responses between Germany and Italy and between Germany and the US

Scenario	Legal status of lies			Immoral		Should give a right to rescind		Immoral but no right to rescind	
	GER	ITA	US	GER v ITA	GER v US	GER v ITA	GER v US	GER v ITA	GER v US
Personal preferences	Likely	Unlikely	Unlikely	p = .05 p_corr = .96	p = .81 p_corr = 1.00	p = .61 p_corr = 1.00	p = .002 p_corr = .04	p = .04 p_corr = .71	p = .15 p_corr = 1.00
Product availability (Seller)	Likely	Unlikely	Unlikely	p = .38 p_corr = 1.00	p = .001 p_corr = .02	p = .88 p_corr = 1.00	p < .001 p_corr < .001	p = .36 p_corr = 1.00	p < .001 p_corr = .007
Alternative offer (Seller)	Likely	Unlikely	Unlikely	p = .81 p_corr = 1.00	p < .001 p_corr < .001	p = .47 p_corr = 1.00	p < .001 p_corr < .001	p = .44 p_corr = 1.00	p = .48 p_corr = 1.00
Alternative offer (Buyer)	Likely	Unlikely	Unlikely	p = .32 p_corr = 1.00	p = .84 p_corr = 1.00	p = .19 p_corr = 1.00	p = .03 p_corr = .49	p = .47 p_corr = 1.00	p = .005 p_corr = .10
Time pressure	Likely	Unlikely	Unlikely	p < .001 p_corr < .001	p < .001 p_corr = .003	p = .24 p_corr = 1.00	p = .84 p_corr = 1.00	p < .001 p_corr = .001	p < .001 p_corr < .001
Internal company policy	Likely	Contested	Contested	p = .03 p_corr = .71	p = .60 p_corr = 1.00	p < .001 p_corr = .005	p = .02 p_corr = .27	p = .79 p_corr = 1.00	p < .001 p_corr = .02
Subject matter	Likely	Likely	Likely	p = .02 p_corr = .34	p < .001 p_corr < .001	p = .05 p_corr = .88	p < .001 p_corr < .001	p = .72 p_corr = 1.00	p = .36 p_corr = 1.00
Legal situation (Illegality)	Likely	Contested	Contested	p = .40 p_corr = 1.00	p = .57 p_corr = 1.00	p = .11 p_corr = 1.00	p = .002 p_corr = .04	p = 46. p_corr = 1.00	p < .001 p_corr < .001
Reservation price	Likely	Unlikely	Unlikely	p = .07 p_corr = 1.00	p = .03 p_corr = .56	p = .57 p_corr = 1.00	p = .10 p_corr = 1.00	p = .11 p_corr = 1.00	p = .04 p_corr = .64

Note: The table summarizes scenario-level comparisons of Germany with Italy and the United States across three outcomes: whether a lie was judged immoral, whether it was judged to give rise to a right of rescission, and whether it was judged immoral but not legally actionable (moral–legal divergence). For each country–scenario pair, the doctrinal baseline is shown in the first three columns (Likely / Contested / Unlikely rescission under black-letter law). The remaining columns report pairwise statistical tests of Germany versus Italy and Germany versus the US Bonferroni-adjusted p-values (p_corr) are reported alongside raw p-values (p).

Cells highlighted in green indicate cases where Italian or US respondents judged a lie as immoral, rescindable, or divergent at a significantly higher probability than German respondents. Cells highlighted in red indicate significantly lower probabilities than German respondents.

Taken together, the results show that significant differences occur in both directions: in some scenarios (e.g., Time Pressure), Italian respondents were more likely than Germans to judge a lie immoral, while in others (e.g., Product Availability, Alternative Offer), US respondents were more likely to demand rescission than Germans, despite German law providing a clearer doctrinal basis. These contrasts underscore that cross-country differences in lay judgments do not neatly track doctrinal differences.
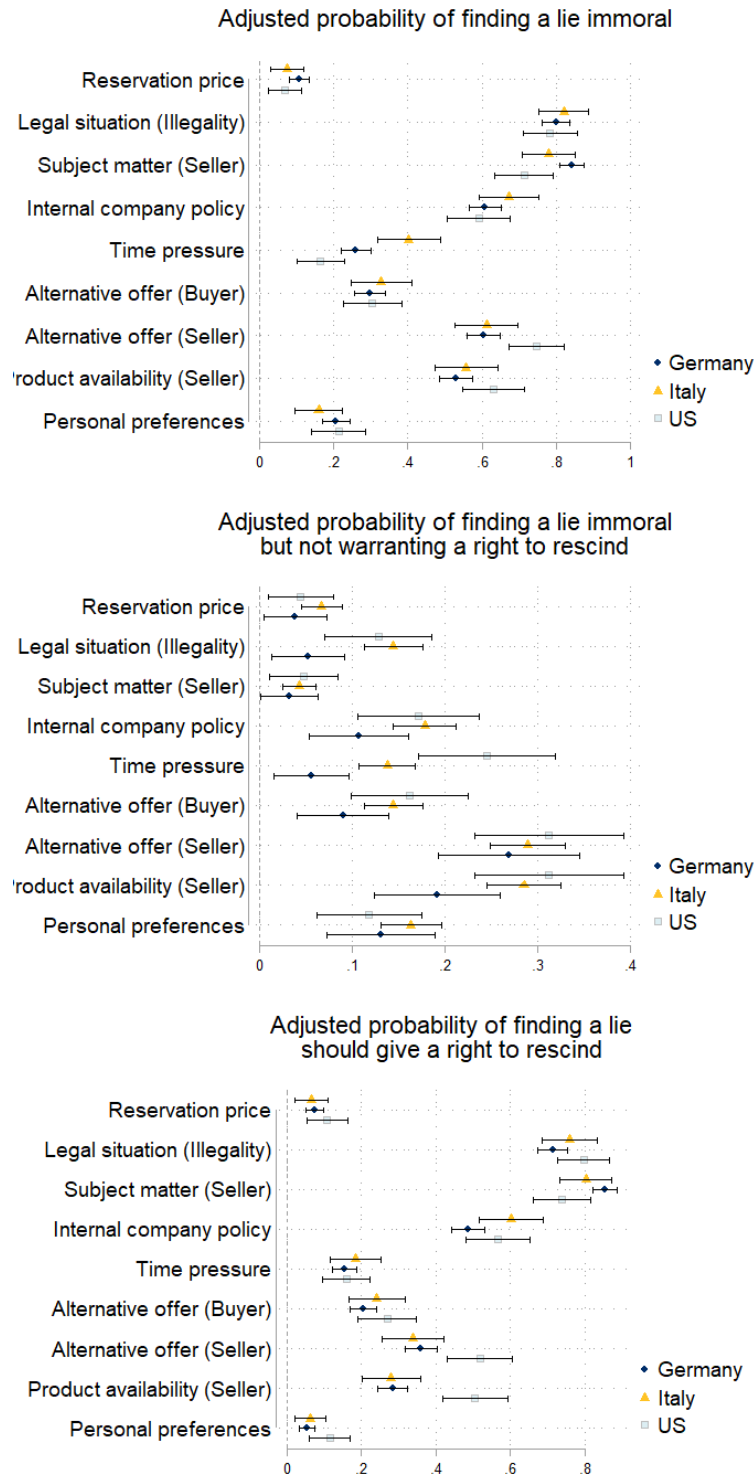
Figure 5. Adjusted Probabilities of Moral and Legal Assessments of Lies in Germany, Italy, and the US. Panel A shows, for each scenario and separately by country, the predicted probability that a lie is judged immoral. Panel B shows, for each scenario and country, the predicted probability that a lie is judged to give rise to a right of rescission. Panel C shows, for each scenario and country, the predicted probability that a lie is judged immoral but not warranting rescission (moral–legal divergence). Estimates are based on random-effects logistic regression models with a respondent-level random intercept (within-subject design), with standard errors clustered at the respondent level. Country × scenario interactions were included to allow cross-national contrasts. Confidence intervals are Bonferroni-adjusted for 18 comparisons run for each outcome.