

This agreement is made this day of 2023 (the "Commencement Date")

PARTIES:

1. **Ricardo-AEA Ltd ("Ricardo")** whose registered office is at Shoreham Technical Centre, Old Shoreham Road, Shoreham-by-Sea, West Sussex, BN43 5FG United Kingdom (Registered No. 8229264) and
2. ("Contributing Company") (Registered No.), a member of Cefic (European Chemical Industry Council) and /or name of Cefic Federation Member or a member or affiliate of other industry association (hereinafter referred to as "non-Cefic member") whose registered office is at

Please return signed the Agreement to at

WHEREAS

Ricardo has entered into an agreement with Cefic to undertake an independent Impact Assessment (IA) to evidence the potential consequences of a Stockholm Convention listing of D4, D5, D6, and tasks include consultation and data collection from Cefic Member Companies and companies affiliated to Cefic Member Federations and consultation and data collection from non-Cefic members (the Project):

- (i) Ricardo needs to consult with and receive potentially confidential information ("CI") from the Contributing Company (the "Discussions") solely in connection with and for the purposes of delivery of the Project.
- (ii) Contributing Company agrees to participate in the Discussions.
- (iii) The CI will be shared through an encrypted file transfer systems
- (iv) Ricardo will anonymise and aggregate the Contributing Company's CI in such a way that no information released during or as outcome of the Project can be traced back to individual companies.
- (v) Ricardo will process and store the CI securely and will not use the CI for any other client, contract or project without prior written permission from the Contributing Company.
- (vi) Contributing Company and non -Cefic member agree to keep any and all information, including but not limited to, template and completed consultation questionnaires shared by Ricardo, in confidence and will only be used for the purposes of the Project

This agreement sets out the terms upon which the Contributing Company ("**Disclosing Party**") will disclose CI to Ricardo ("**Receiving Party**").

CI includes any and all:

- information relating to the Contributing Company's product portfolio, including but not limited to:
 - o number of products
 - o distribution of products per end market
 - o generic and specific uses of those products
 - o historic sales volumes
 - o Turnover
 - o Employment
- information as to how the Contributing Company may be individually affected by a potential Stockholm Convention listing for D4, D5, D6, including but not limited to:
 - o proportion of product portfolio affected
 - o estimated costs induced by regulatory requirements

regardless of when or how it is shared, form of media or orally, whether before or after the Commencement Date.

CI also includes any and all information shared with Cefic members and non-Cefic members by Ricardo for the purpose of the Project, including but not limited to consultation questionnaires.

1. USE OF THE CI

- 1.1 The Receiving Party agrees that all CI will be held and treated in confidence and shall:
 - 1.1.1 only use the CI for the purpose of the Discussions and the Project;
 - 1.1.2 only disclose CI to its employees, affiliate (Ricardo Certification Iberia SL) agents, directors and advisors ("**Personnel**") who need to know for the Discussions and Project, and are bound by an obligation of confidentiality ;
 - 1.1.3 inform its Personnel who receive CI of its confidential nature and direct them to treat it as confidential; and
 - 1.1.4 be responsible for any breach of this agreement by any of its Personnel.
- 1.2 Contributing Companies and non-Cefic members agree that all CI received from Ricardo will be held and treated in confidence and shall only be used for the Project and must not be shared outside of its organisation. Contributing Company and non-Cefic members will be responsible for any breach of this agreement by any of its personnel.
- 1.3 Where The Receiving Party will use, aggregate and anonymise the individual Contributing Company contributions as follows:
 - 1.3.1 The Receiving Party and its Personnel shall be using the data received to produce an estimate of the socio-economic impact of a Stockholm Convention listing of D4, D5, D6. This includes defining the baseline scenario and

NON-DISCLOSURE AGREEMENT



estimating the net increase/ decrease in costs to manufacturers, importers and formulators (and, where possible, their downstream users), and estimating the positive/ negative impacts on innovation associated with the regulatory change introduced by the policy scenarios. Where the data received facilitates, the assessment of economic impacts shall:

- map out the number and type of businesses affected by the policy scenarios; estimate the increase in compliance activity per business (or types of businesses, for distributional impacts) – e.g. more testing, assessments, studies, and other information-generating and administrative processes that business will go through; and, based on the unit costs of the different types of activity, quantify the potential, total costs associated with complying with the policy scenarios;
- quantify the potential loss of income and/or increase in capex/opex associated with a reduction in commercial activity due to substance bans/restrictions (linked to the substances' commercial value) and transforming the production processes to adhere to restrictions and/or substance alternatives;
- consider the overall socio-economic impacts across the EU, by employing the Input-Output framework to estimate the aggregate economic effects of a Stockholm Convention listing of D4, D5, D6 on European economies, in terms of Gross Value Added (GVA) and/or Gross Domestic Product, industrial production and employment.

1.3.2. The Receiving Party shall comply with the Cefic statistical rules, whereby:

- The Receiving Party and its Personnel will not reveal the exact or approximate market data of the Disclosing Party and will not disclose the relative position of the Disclosing Party to Cefic, Cefic members or the wider public.
- Data shall be sufficiently aggregated to avoid identification of position, action or any other business parameters of individual companies.
 - Data shall not be released where the aggregated data relates to less than 5 independent companies, the latter being understood as the collection of undertakings whose relations with the company participating to the statistical exercise come within the terms of one or more of the sub-paragraphs of Article 5(4) of the EU Merger Regulation.
 - Any input of less than 5% of the total volume reported by companies will not be taken into consideration. In the event that the last required input represents less than 5% of the total volume reported by the companies, the aggregated data can be released where the last input represents 5% or more of the total volume reported by way of combination of companies which individually do not represent 5% of the total. In the latter case, the combination of companies shall be treated as one input.
 - Data will not be reported if there are five or more independent companies reporting, but the data of one company is more than 70% of the total volume by the companies.

2. OBLIGATIONS OF THE RECEIVING PARTY

- 2.1 Except as set out in this agreement, the Receiving Party shall not disclose CI to any third party without the prior written consent of the Disclosing Party.
- 2.2 The Receiving Party shall use all reasonable care to maintain the confidentiality of the CI, which shall be at least the same degree of care as it would treat its own confidential information and in accordance with generally accepted business practice.
- 2.3 Upon written request of the Disclosing Party, the Receiving Party shall:
- 2.3.1 return to the Disclosing Party, or destroy, erase or redact, all originals, copies, translations and reproductions, in full or in part, of the CI in its possession and ensure that all of its Associated Companies do the same and
- 2.3.2 confirm in writing by a director or senior executive that the CI has been returned or destroyed in accordance with this clause 2.3 within five (5) business days of such request.
- 2.4 The Receiving Party may retain a copy of any CI necessary for its own quality and audit procedures or under automatic electronic archiving and back-up procedures.

3. COMMENCEMENT DATE AND DURATION

This agreement shall become effective upon the Commencement Date and shall expire after a period of ten (10) years after the last date of signature of this agreement. The Commencement Date shall be the date of last signature below if no date is recorded above or the date of the first exchange of CI, whichever comes first.

4. NO REPRESENTATIONS

The parties make no representation or warranty as to the accuracy or completeness of the CI and agree that neither the Disclosing Party nor its Associated Companies shall have any liability to the Receiving Party or its Associated Companies resulting from any reliance on the CI.

5. COMPETITION LAW

Both parties undertake to respect applicable competition laws and regulations, with due regard that the Project is performed for Cefic. The parties and any of its Personnel engaged in the Project shall ensure compliance with competition laws and regulations at all times. In particular, Ricardo (and any of its Personnel engaged in the Project) shall take all necessary steps to prevent the unlawful exchange between competitors of commercially sensitive information.

6. EXCLUSIONS

- 6.1 Information will not be considered CI if a party shows that:

NON-DISCLOSURE AGREEMENT



- 6.1.1 the information at the time of the disclosure by the Disclosing Party was in or subsequently came into the public domain (other than as the result of a breach of the terms of this agreement by the Receiving Party);
- 6.1.2 the information has been lawfully acquired from a third party;
- 6.1.3 the information was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained from a third party under an obligation of confidence or
- 6.1.4 the Disclosing Party has given prior written consent to the disclosure of the information by the Receiving Party.

7. COMPLIANCE WITH LAWS

The Receiving Party will not be in breach of this agreement to the extent that it is obliged by law, an order of a court or other competent judicial authority, the rules, requirements, order or demand of any regulatory body or recognised stock exchange of competent jurisdiction, to disclose CI, provided that, to the extent permitted by law, the Receiving Party has notified the Disclosing Party promptly of such a requirement.

8. GENERAL

- 8.1 If a court of competent jurisdiction holds any provision of this agreement to be invalid, void or unenforceable, such provision will be deemed modified to the minimum extent necessary to make it valid and enforceable but if such modification is not possible such provision will be deleted, and the remaining provisions will continue in full force and effect.
- 8.2 Ricardo has entered into this agreement for its own account and for its Associated Companies. Ricardo shall therefore be treated as the Disclosing Party where any CI is disclosed by any of its Associated Companies in connection with the Discussions.
- 8.3 Any IPR which arises during or pursuant to the Discussions will belong to the creator or originator.
- 8.4 The failure of a party to enforce any right or remedy under this agreement shall not amount to a waiver of such right.
- 8.5 This agreement sets out the entire understanding of the parties of their respective rights and obligations relating to the CI.
- 8.6 Nothing contained in this agreement shall (i) create a partnership or a joint venture between the parties; (ii) prevent either party from working with third parties or (iii) grant to the Receiving Party any licence, title or right in the CI.

9. LAW

- 9.1 This agreement will be exclusively governed and construed in accordance with the laws of Belgium, to the exclusion of any conflict of laws rule. The French speaking Courts of Brussels will have exclusive jurisdiction over any dispute or interpretation issue that may arise out of or in connection with this agreement.
- 9.2 Should any dispute arise out of this agreement, a director or senior executive of the parties shall use all reasonable endeavours to negotiate promptly in good faith and amicably settle the dispute.

SIGNED for and on behalf of
Ricardo

SIGNED for and on behalf of
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Signature
Name
Title Commercial Manager
(Authorised Signatory)

Signature
Name
Title
(Authorised Signatory)

Date

Date