

Private/Confidential

Address:

Street

City

Country

Leverkusen, 17 June 2021

REACH Registration Consortium for Carbon Black – Confidentiality Undertaking

Dear Madam/Sir,

You have expressed your interest to receive certain information from the REACH Registration Consortium for carbon black, i.e., CB4REACH Consortium GbR (the "**Consortium**") in connection with the registration of carbon black (CAS# 1333-86-4; EINECS# 215-609-9) (the "**Substance**") under the REACH regulation which you and your affiliates, in any, are contemplating (the "**Purpose**"). In connection therewith you will receive oral or written information including, in particular, information which is or will be part of the registration dossier for the Substance (the "**Dossier**"). Therefore we kindly ask you to agree to the following:

1. Definition of "Confidential Information"

All information and documentation relating to the Substance and/or the Dossier (whether written or oral) furnished (whether before or after the date hereof) to you which contains or reflects any such information, is hereinafter referred to as the "**Confidential Information**". The term Confidential Information will not, however, include information which (i) is or becomes publicly available to you on a non-confidential basis from a source (other than Knoell Germany GmbH) ("**Knoell**") which, to the best of your knowledge, is not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation to Knoell and/or the Consortium; or (ii) is already in your possession prior to disclosure by Knoell or the Consortium.

2. Obligations of Confidentiality and Limited Use

You (i) will keep the Confidential Information confidential and will not (except as required by applicable law, and only after compliance with paragraph 3 below) without Knoell or the Consortium's prior written consent, disclose any Confidential Information, in whole or in part, in any manner whatsoever, and (ii) will not use any

Confidential Information other than for the Purpose; provided, however, that you may reveal Confidential Information or portions thereof only to persons (including any third party represented by you and its employees, agents, directors, officers or other representatives) (a) who need to know such Confidential Information to achieve the Purpose (b) who are informed by you of the confidential nature of the Confidential Information, and (c) who agree to act in accordance with the terms of this letter agreement (such persons or entities hereinafter collectively, “**Recipients**”). You will cause such Recipients to observe the terms of this letter agreement and to further agree, at their sole expense, to take all reasonable measures (including, without limitation, court proceedings) to restrain the Recipients from prohibited or unauthorized disclosure or use of the Confidential Information. You will be responsible for any breach of this letter agreement by any of the Recipients.

3. Disclosures Required By Law

In the event that you or any of the Recipients are requested pursuant to, or required by, applicable law to disclose any of the Confidential Information, you will notify Knoell and/or the Consortium promptly of such request or requirement so that Knoell and/or the Consortium may seek appropriate remedies (and if Knoell and/or the Consortium seeks such a remedy, you will provide such cooperation as Knoell and/or the Consortium shall reasonably request), or, in Knoell and/or the Consortium’s sole discretion, waive compliance with the terms of this letter agreement, in the event that no such remedy is obtained, or that Knoell and/or the Consortium does not waive compliance with the terms of this letter **agreement**, and you or any of the Recipients are nonetheless legally compelled to disclose such Confidential Information, you or the Recipients, as the case may be, will furnish only that portion of the Confidential Information which you are advised by counsel is legally required to be disclosed and you will give Knoell and/or the Consortium written notice of the Confidential Information to be disclosed as far as in advance as practicable and exercise your best efforts to preserve the confidentiality of the Confidential Information, including without limitation, by cooperating with Knoell and/or the Consortium in obtaining an appropriate remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

4. Decision not to Proceed

If you should decide at any time to abandon the Purpose you will promptly inform Knoell of that decision and, in that case, and at any time upon the request of the Consortium or Knoell, you will either (i) promptly destroy all of the written information and certify as to the destruction of all of the written Confidential Information (including all copies thereof and any notes, analyses, compilations, summaries, studies, interpretations or other documents prepared by you and/or the Recipients which contain, reflect or are based in whole or in part of any of the Confidential

Information) that was delivered to you or any of the Recipients by the Consortium or Knoell and confirm such destruction to Knoell in writing or (ii) promptly deliver to Knoell, at your expense, all of the written information and copies of the written Confidential Information (including any notes, analyses, compilations, summaries, studies, interpretations or other documents prepared by the receiving Party or its Representatives which contain, reflect or are based in whole or in part on any of the Confidential Information) that was delivered to you or the Recipients by Knoell or the Consortium. Irrespective of the foregoing, you are entitled to keep one set of copies of Confidential Information exclusively for archival purposes in your legal department. Notwithstanding the destruction or return of the Confidential Information, you and the Recipients will continue to be bound by obligations of confidentiality, non-use and other obligations under this letter agreement and all Confidential Information will continue to be subject to the terms of this letter agreement. The obligation to return or destroy Confidential Information does not extend to automatically generated computer backup copies which have become embedded in the Recipients' electronic computer storage system, provided that except as expressly set out herein, the Recipients shall not access nor make any use of such copies.

5. No Obligation to Supply Information / No Warranty

Knoell and/or the Consortium may discontinue furnishing Confidential Information to you at any time at their sole discretion. You acknowledge that neither Knoell nor the Consortium make any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. You agree that no person will have any liability relating to, or resulting from the use of, the Confidential Information. The foregoing limitation shall not apply in case of personal injury or death and in case of intentional acts or omissions or gross negligence on the part of Knoell and/or the Consortium. You further agree that you are not entitled to rely on the accuracy or completeness of the Confidential Information.

6. Governing Law and Jurisdiction

This letter agreement will be governed by and construed in accordance with the laws of the Federal Republic of Germany without giving effect to the principles thereof relating to conflicts of law. Any dispute relating to this letter agreement shall be submitted to the competent courts in Frankfurt am Main, Germany.

7. No Agency

You assure that you are acting on your own account and not by the order or on behalf of a third party.

8. Entire Agreement / Severability

This letter agreement contains the entire agreement between the parties concerning the confidentiality and limited use of the Confidential Information and no provision of this letter agreement may be waived, supplemented, amended or modified, in whole or in part, nor any consent given unless approved in writing by a duly authorized representative of the relevant Party, which writing specifically refers to this letter agreement and the provision as supplemented, amended or modified or for which such waiver or consent is given. The foregoing shall also apply to any amendment of this clause. In the event that any provision of this letter is deemed invalid, illegal or unenforceable, the remainder of this letter agreement shall not be in any way affected or impaired thereby and shall remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this letter agreement.

If you agree to the aforementioned agreement, kindly return a duly signed copy of this letter to us.

Yours sincerely,

Knoell Germany GmbH
On behalf of CB4REACH Consortium GbR

We agree with the provisions as stated above:

Name of Entity: _____
Place: _____ Date: _____
Name: _____ Signature _____