

## Industry Consortium SASFORREACH Non-Disclosure Agreement

### ( "Agreement" )

We are interested in receiving certain information from the SAS FOR REACH Consortium GbR (the "**Consortium**") in connection with our planned registration of one or more of the following substances:<sup>1</sup>

- Silica, amorphous, pyrogenic, crystalline-free (CAS#:7631-86-9, 112945-52-5)
- Silica gel and precipitated silica, crystalline-free (CAS#: 7631-86-9, 112926-00-8)
- Colloidal Silica (CAS#: 7631-86-9, 112926-00-8)
- Sodium Aluminium Silicate (NAS), EINECS # 215-684-8, CAS # 1344-00-9
- Calcium Silicate (CS), EINECS # 215-710-8, CAS # 1344-95-2
- Sodium Aluminium Silicate (AS1), EC # 215-475-1, CAS # 1327-36-2
- Silicic acid, aluminium salt (AS2), EC # 215-628-2, CAS # 1335-30-4

- each of the aforementioned substances a "**Substance**" and one or more of them collectively "**Substances**" -

under the REACH regulation (the "**Purpose**"). In connection therewith we will receive oral or written information including, in particular, information which is or will be part of the joint registration dossier for the respective Substance (the "**Dossier**") as well as information relating to cost sharing under REACH. Therefore we agree to the following:

- 1. Definition of "Confidential Information".** All information and documentation, disclosed by the Consortium relating to the Substance and/or the Dossier as well as to the so-called "letter of access" pursuant to which reference to the Dossier is permitted by the Consortium and the agreement governing the terms and conditions under which such a letter of access is granted (whether written or oral) furnished (whether before or after the date hereof) to us which contains or reflects any such information, as well as any information relating to cost sharing under REACH is hereinafter referred to as the "**Confidential Information**". The term Confidential Information will not, however, include information which (i) is in the public domain, becomes known to the general public through no act or omission of ours; (ii) becomes available to us on a non-confidential basis from a source (other than Knoell Germany GmbH ("**Knoell**")) which, to the best of our knowledge, is not prohibited from disclosing such information to us by a legal, contractual or fiduciary obligation to Knoell and/or the Consortium; (iii) is already in our possession prior to disclosure by Knoell or the Consortium, or (iv) is independently developed by us without benefit of Confidential Information.

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<sup>1</sup> Please tick the substanc(es) you would like to register in the boxes below.

- 2. Obligations of Confidentiality and Limited Use.** We (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's 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 we may reveal Confidential Information or portions thereof only to Persons (as defined below) or entities (a) who need to know such Confidential Information to achieve the Purpose, (b) who are informed by us of the confidential nature of the Confidential Information, and (c) who are bound by obligations of confidentiality and limited use at least as restrictive as the terms of this Agreement (such Persons or entities hereinafter a "**Recipient**" and collectively, "**Recipients**"). We will cause such Recipients to observe the obligations of confidentiality and limited use set forth herein or other obligations no less stringent than those of this 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. We will be responsible for any breach of this Agreement by any of the Recipients. "**Persons**" means our and our Affiliates' employees, directors, officers, agents, financial, legal and other relevant consultants and/or advisors. "**Affiliate/s**" means any person or entity (i) which is, directly or indirectly, controlled by us, or (ii) which controls us directly or indirectly, or (iii) which is, directly or indirectly, a party to a profit and loss absorption agreement with us (either upstream or downstream), or (iv) which is controlled directly or indirectly by a person or entity which is a direct or indirect controlling shareholder of us; where control is defined as control over fifty percent (50%) or more of the voting rights of such person or entity.
- 3. Disclosures Required By Law.** In the event that we or any of the Recipients are requested pursuant to, or required by, applicable law to disclose any of the Confidential Information, we will notify Knoell and/or the Consortium or cause Knoell and/or the Consortium to be notified 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, we 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 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 we or any of the Recipients are nonetheless legally compelled to disclose such Confidential Information, we or the Recipients, as the case may be, will furnish only that portion of the Confidential Information which we are advised by counsel is legally required to be disclosed and we will give or cause to be given Knoell and/or the Consortium written notice of the Confidential Information to be disclosed as far as in advance as practicable and exercise our 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 we should decide at any time to abandon the Purpose we will promptly inform Knoell of that decision and, in that case, and at any time upon the request of the Consortium or Knoell, we will either (i) promptly destroy or cause to be destroyed all of the written Confidential Information and certify as to the destruction of all of such written Confidential Information (including all copies thereof and any notes, analyses, compilations, summaries, studies, interpretations or other documents prepared by us 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 us or any of the Recipients by the Consortium or Knoell and confirm such destruction to Knoell in writing, or (ii) promptly deliver or cause to be delivered to Knoell, at the expense of Knoell, 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 us or the Recipients by Knoell or the Consortium. Irrespective of the foregoing, we are entitled to keep one set of copies of Confidential Information exclusively for archival purposes in our legal department. Notwithstanding the destruction or return of the Confidential Information, we and the Recipients will continue to be bound by obligations of confidentiality, non-use and other obligations under this Agreement and all Confidential Information will continue to be subject to the terms of this 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 us at any time at their sole discretion. We 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. We agree that Knoell and/or the Consortium will not 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. We further agree that we are not entitled to rely on the accuracy or completeness of the Confidential Information.
6. **Governing Law and Jurisdiction.** This 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 Agreement shall be submitted to the competent courts in Frankfurt am Main, Germany.
7. **No Agency.** We warrant that we are acting on our own account and not by the order or on behalf of a third party.
8. **Entire Agreement / Severability.** This Agreement contains the entire agreement between us and the Consortium concerning the confidentiality and limited use of the Confidential Information and no provision of this 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 both Parties, which writing specifically refers to this 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 Agreement is deemed invalid, illegal or unenforceable, the remainder of this 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 Agreement.
9. **Signatures.** This Agreement shall be signed by authorized representatives of the Parties. For the purpose of executing this Agreement, facsimile signatures or PDF image signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

We agree with the provisions as stated above:

Name and address of Entity:

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Place: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Please print this document, fill out the information above and return a duly signed copy thereof by mail, fax or email to:

knoell Germany GmbH

Attn. Mr. Patrick Wellmann

Marie-Curie-Str. 11, D- 51377 Leverkusen, Germany

Fax: (+49) 214-20658 - 200

E-mail: [sasforreach@sasforreach.eu](mailto:sasforreach@sasforreach.eu)