

Secrecy Agreement

This Agreement is made on 01/06/2021

BETWEEN:

Petcore, Avenue de Broqueville, 12, 1150, Belgium.

Acting as the Petcore Europe Pet Tray Recycling Platform, hereinafter referred to as "EPTP".

AND

To be filled in by Applicant

Hereinafter referred to as "APPLICANT".

WHEREAS

- A. EPTP is a voluntary initiative, grouping technical experts in the field of PET production, design and recycling; together, they aim to provide an objective evaluation of new technologies and an independent assessment of their impact on PET recycling processes across Europe.
- B. EPTP's main objective is to allow new innovations, and to support the introduction of new PET tray/packaging solutions, while optimizing the economic and environmental consequences for the European PET recycling industry. It will do so by:
 - Setting up test procedures to evaluate the influence of PET tray/packaging innovations - such as barrier materials, resin formulations, additives and non-PET components in or on PET tray/packaging on R-PET recycling processes.
 - Assessing key technologies and total packaging concepts.
 - Giving independent advices and recommendations to the different stakeholders.
- C. EPTP has issued the "PET Tray Recycling protocol" – version 01.06.2021" outlining the terms and conditions of an EPTP evaluation of new technologies and pet tray/packaging innovations. The document also explains the steps and tools used for the completion of the test procedures and the evaluation of the test results.
- D. APPLICANT has requested EPTP to evaluate a PET tray/packaging innovation project entitled project name to be filled in by applicant (hereinafter referred to as PROJECT) in relation to its influence on the quality of PET recycling processes and its re-use as secondary raw material in applications such as film, sheet, strapping and fibre.
- E. EPTP will obtain from APPLICANT certain non-public confidential technical, scientific and commercial information, directly or indirectly, in writing or orally, including but not limited to processes, innovations, know-how, specifications, designs, samples, photographs, flow charts, test results and data solely for the purposes of the PROJECT.

Now in consideration of the disclosure by the APPLICANT of confidential information, the parties hereby agree that:

1. All information obtained by EPTP from APPLICANT shall be regarded and treated as confidential.
2. EPTP agrees to use the APPLICANTS's confidential information solely for the purposes of the PROJECT.
3. EPTP undertakes not to disclose the APPLICANT's confidential information to any third party without the prior written consent of the APPLICANT.
4. EPTP and APPLICANT agree that any information sharing will be carried out only to the extent permitted by laws and more precisely by European Union rules and regulations on free competition.
5. 'Confidential information' shall mean any and all information exchanged between EPTP and the APPLICANT for the purposes of the PROJECT, except for information which it can be shown by the receiving party, was:
 - (i) already is or hereafter becomes part of the public domain by publication or otherwise than through the breach of this agreement by EPTP, or
 - (ii) already in the possession of EPTP prior to the date of receipt of the information pursuant to this agreement, or
 - (iii) lawfully acquired by EPTP after the time of disclosure hereunder from a third party with full rights of disclosure.
6. The present agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement, shall be governed and construed in accordance with the laws of Belgium, excluding its rules for choice of law.

All disputes relating to or arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Rules of CEPANI, the Belgian Center for Arbitration and Mediation. The arbitration shall be held in the offices of CEPANI in Brussels, Belgium and the English language shall be used in the proceedings. The arbitration decision shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.

7. Should any clause or provision of this agreement prove to be or become null and void, invalid or unenforceable, this agreement shall continue to be valid as to its other provisions.

In such case the parties shall endeavour to replace the clause or provision in question by another one that approaches to the best extent possible the meaning and the effects of the clause or provision deemed void, invalid or unenforceable.

The present agreement shall take effect on the date of its signing by the parties. The parties shall be bound by the obligations and undertakings contained in this agreement for a period of 5 (five) years from the date of disclosure, unless terminated by the mutual written consent of the parties hereto.

Signed in 2 original copies by the duly authorised representatives of the parties.

For **Name of Applicant**

Title:

Date :

Signature :

For Petcore

Name :

Title:

Date :

Signature :