

SABIC STANDARD CONFIDENTIALITY UNDERTAKING SML AND DUAL USE

CONFIDENTIALITY UNDERTAKING

SABIC Global Technologies B.V. ("SABIC")
Plasticslaan 1
4612 PC Bergen op Zoom
The Netherlands

Receiving Party is receiving or may receive from SABIC and/or its affiliates (collectively the "**SABIC Group**") confidential information related to SABIC polymer products ("**Products**") including but not limited to the specific migration limit value of their monomers, additives and/or dual use additives which the SABIC Group may at its sole discretion decide to provide to Receiving Party ("**Information**").

1. In consideration of the disclosure of Information and their value to the SABIC Group, Receiving Party undertakes, unless otherwise agreed in writing and in advance with SABIC:
 - a) to use Information solely for the purpose of obtaining regulatory approvals and determining the theoretical value for the specific migration limit of the final product composition of Receiving Party ("**Evaluation**");
 - b) not to disclose to any third party any Information or any correlation which may exist between Information and any other similar information available otherwise to Receiving Party;
 - c) not to use or make reference in any manner to any Information for applying for any intellectual property rights;
2. For the purpose of this Confidentiality Undertaking, affiliates of Receiving Party and employees of Receiving Party and its affiliates shall not be considered as "third parties" if: (a) they need to have access to Information for the Evaluation, and (b) they are obligated to Receiving Party (or the relevant affiliate) at least to the extent that Receiving Party is obligated by this Confidentiality Undertaking, and (c) they have been made aware of such obligations before receiving Information. Receiving Party shall enforce such obligations of its affiliates and employees and remain liable to SABIC for any breach.
3. Notwithstanding the obligations under Article 1, Receiving Party is authorised to disclose Information to any competent public or private authorities as may be necessary for the Purpose of the Evaluation of any of Receiving Party's products to the extent (i) they are bound by law or by contract with Receiving Party to limited use and confidentiality obligations at least as stringent as those contained in this Confidentiality Undertaking, and (ii) they need to receive Information in order to grant Receiving Party any regulatory permits or registrations; and (iii) Receiving Party has informed SABIC in advance of such disclosure. Receiving Party shall enforce the obligations of the authorities receiving Information and Results and remain liable to SABIC for any breach.
4. The obligations set forth above shall not apply to any Information which at the time received or obtained by Receiving Party: (a) is lawfully known by Receiving Party without obligation of secrecy; or (b) is generally available to the public; and shall cease to apply to any Information which, after received or obtained by Receiving Party (c) is lawfully received or obtained by Receiving Party without an obligation of secrecy from a third party who did not receive the same directly or indirectly from the SABIC Group and/or its predecessors; or (d) becomes generally available to the public through no fault or omission by Receiving Party.
5. SABIC makes no representation, gives no warranty and shall have no liability whatsoever and howsoever, for the content, accuracy, effects, fitness for purpose, commercial availability, non infringement of third parties' rights, or any other matter whatsoever, of any Information or of any technical advice that may be given by employees of the SABIC Group to Receiving Party for the purpose of the Evaluation.
6. This Confidentiality Undertaking shall enter into force on the date it is signed by Receiving Party. For the avoidance of doubt, any Confidential Information as defined herein, which is shared by SABIC with Company during the Disclosure Period, will be subject to the terms and conditions of this contract and not to the terms and conditions of any other contract or confidentiality undertaking between Company and SABIC relating to Confidential Information that may exist on the Effective Date of this contract.
7. This Confidentiality Undertaking is governed by the laws of the Netherlands, which shall apply thereto, without giving effect to any principles of conflict of law.
8. This Confidentiality Undertaking may be signed using facsimile signatures (e.g., a scanned or other photo copy of the original signature on the Agreement). Facsimile signatures will be accepted as originals.

This Confidentiality Undertaking is signed by a duly authorised representative of the Receiving Party intending to be legally bound by it.

Legal name Receiving Party:

By:

Title:

Date: