

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between All Persons / Companies that provide data to the online platform MORE

Hereinafter referred to as 'the Company'

And

Polymer Comply Europe (PCE)
Represented by Mr. Alexandre Dangis
Avenue de Cortenbergh 71
1000 Brussels
Belgium
Hereinafter referred to as 'PCE'

Both jointly referred to as "the Parties"

PREAMBLE

Whereas the Company, has as its purpose the converting of polymers into products in Europe, and the objective to contribute to the collection and monitoring of the volumes of recycled polymers that are incorporated into new products through the online monitoring platform MORE, managed as an industry black box operated by PCE with the support of the IT partner, *WorkITaround*.

Whereas the Parties expressly declare their intention to work together in good faith and with mutual trust and fairness.

Whereas PCE will only receive access to the company data that is submitted into MORE in order to enable it to consolidate and report on the industrial volumes of recycle that are incorporated into new products in Europe.

Whereas PCE's subcontractors and service providers have signed NDAs to ensure confidentiality, and will only receive access to the data to ensure the proper functioning of the platform MORE.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING STATEMENTS AND OF THE UNDERTAKINGS SET FORTH BELOW, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1:

1.1 PCE shall:

- Keep confidential all company-specific information to which it gets access during the execution of his task.
- Use the provided information only for the purposes set forth in this agreement, and guarantee that none of the information will be used outside the scope of MORE.
- Report and share only aggregated and anonymized data with the national and European plastics organizations that are contributing to MORE.
- Only share the names of the participating companies, separated from all other information, with the responsible national and European plastics organizations that are contributing to MORE.

The restrictions on the use and disclosure of Confidential Information shall not apply to any information which is: (a) proven to have been known to the receiving Party prior to the time of its receipt pursuant to this Agreement; or (b) in the public domain at the time of disclosure to the receiving Party or thereafter enters the public domain without breach of the terms of this Agreement; or (c) lawfully acquired by PCE from an independent source having a bona fide right to disclose the same; or (d) independently developed by an employee of the receiving Party who has not had access to any of the Confidential Information of the other Party.

Article 2: Term

This Agreement enters into force at its date of signature and remains into force until 1st January 2030 the latest or after written notice by the Parties, releasing the Parties from this Agreement or until the Confidential Information no longer qualifies as commercial valuable or valuable for other use in the different businesses in which the Parties are engaged, whichever occurs first ("Disclosure Period). The Parties shall keep the Confidential Information secret and not disclose such information during the Disclosure Period and for a period of five (5) years after the termination of the Disclosure Period except to affiliated companies, employees, agents or contractors of the recipient who are directly involved in performing or evaluating the Purpose and who have a specific need to know such information and are bound to keep such information confidential.

Article 3: Remedies

Each party acknowledges that its failure to comply with the provisions of this Agreement may cause irreparable harm to the other party, which cannot be adequately compensated for in damages alone and accordingly acknowledges that the disclosing party's remedies

for any breach may include injunctive relief in addition to damages and other statutory designated remedies (including its reasonable attorney's fee).

Article 4: Severability

- 4.1 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.
- 4.2 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.

Article 5: Applicable law – jurisdiction

- 5.1 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.
- 5.2 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.

AGREED AND ACCEPTED BY:



Alexandre Dangis
Brussels, 1st of April 2019

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between **Polymer Comply Europe (PCE)**
Represented by Mr. Alexandre Dangis
Avenue de Cortenbergh 71
1000 Brussels
Belgium
Hereinafter referred to as 'PCE'

And

workITaround
Represented by Mr. Stefan Bohuszewicz
Duffelsesteenweg 265
2550 Kontich
Belgium
Hereinafter referred to as 'WIA'

Both jointly referred to as "the Parties"

PREAMBLE

Whereas PCE has commissioned WIA to develop and build the online platform MORE, that has the purpose to collect, monitor, and allow reporting on the volumes of recycled polymers that are incorporated into new products in Europe.

Whereas MORE will be collecting sensitive data that is directly put into a database by European companies through an online interface created by WIA, and the data will be extracted through the software ClicData, set up by WIA.

Whereas PCE will have access to the data only to report aggregated and anonymised volumes on European and national level within the scope of MORE.

Whereas WIA will have access to the data only to ensure the proper functioning of the platform and to provide IT support to PCE.

Whereas the Parties expressly declare their intention to work together in good faith and with mutual trust and fairness.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING STATEMENTS AND OF THE UNDERTAKINGS SET FORTH BELOW, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1:

1.1 WIA shall:

- Keep confidential all company-specific information to which it gets access during the execution of his task.
- Use the provided information only for the purposes set forth in this agreement, and guarantee that none of the information will be used outside the scope of MORE.
- Not share any data with any other party than PCE.

The restrictions on the use and disclosure of Confidential Information shall not apply to any information which is: (a) proven to have been known to the receiving Party prior to the time of its receipt pursuant to this Agreement; or (b) in the public domain at the time of disclosure to the receiving Party or thereafter enters the public domain without breach of the terms of this Agreement; or (c) lawfully acquired by WIA from an independent source having a bona fide right to disclose the same; or (d) independently developed by an employee of the receiving Party who has not had access to any of the Confidential Information of the other Party.

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AGREED AND ACCEPTED BY:



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Alexandre Dangis
Brussels, 1st of April 2019



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Stefan Bohuszewicz
Brussels, 1st of April 2019