

## Industry Consortium for the REACH Registration of Synthetic Zeolites

### Confidentiality Undertaking

We are interested in receiving certain information from the Synthetic Zeolites Consortium aisbl (the “**Consortium**”) in connection with our planned registration of one or more of the following substances:

Synthetic zeolites (non-fibrous), including and limited to :

#### **mother submission:**

#### **group 1. Zeolite, cuboidal, crystalline, synthetic, non fibrous (EC 930.915.9)**

related submissions:

group 1.a. Zeolite, cuboidal, crystalline, synthetic, non fibrous, thermally produced (EC 931.125.7)

group 2. Zeolite, silica rich, crystalline, synthetic, non fibrous (EC 930.985.0)

group 2.a. Zeolite, silica rich, without aluminium, crystalline, synthetic, non fibrous (EC 930.986.6)

group 3. Zeolite, phosphorous containing, crystalline, synthetic, non fibrous (EC 930.989.2)

group 3.a. Zeolite, aluminium and iron and phosphor based, crystalline, synthetic, non fibrous (EC 930.990.8)

group 4. zeolite, silica and titanium based, crystalline, synthetic, non fibrous (EC 930.991.3)

group 4.b. Zeolite, synthetic, crystalline, non fibrous, silica and titanium based (EC 930.993.4)

group 4.c. Zeolite, silica and sodium and titanium based, crystalline, synthetic, non fibrous (EC 947.741.4)

group 7. zeolite, phosphorous and titanium containing, crystalline, synthetic, non fibrous (EC 943.514.9)

*NB: Further to in-depth discussions with ECHA, CAS and EINECS numbers are not valid identifiers for Zeolites. The EINECS: 215-283-8 and CAS: 1318-02-1 are merely used for information as related numbers.*

*Identification of our synthetic Zeolites is solely made by production process and raw materials. Due to that fact the Synthetic Zeolites Consortium is strictly limiting its registration to the synthetic Zeolites listed above. They are to be registered in subgroups as listed above according to decision made by ECHA with possible read-across between these registrations.*

*It is important to note that commercially produced **synthetic zeolites are not nanomaterials**. They do not fulfill the definition given in “Commission Recommendation 2011/696/EU”. The zeolite crystals are larger than 100 nm. Using modified synthesis procedures, it is possible to manufacture zeolite crystals smaller than 100 nm. These zeolite crystals are stable in diluted suspensions only. These zeolites are a niche product **and are not covered by the existing REACH registrations of the Synthetic Zeolite Consortium**.*

- 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 registration dossier for the Substance (the “**Dossier**”). Therefore we agree to the following:

1. Definition of "Confidential Information". All information and documentation 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, 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 us on a non-confidential basis from a source (other than Synthetic Zeolites Consortium aisbl (“**Consortium**”) which, to the best of our knowledge, is not prohibited from disclosing such information to us by a

legal, contractual or fiduciary obligation to the Consortium; or (ii) is already in our possession prior to disclosure by the Consortium.

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 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 (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 agree to act in accordance with the terms of this letter agreement (such persons or entities hereinafter a "**Recipient**" and collectively, "**Recipients**"). We 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. We will be responsible for any breach of this letter agreement by any of the Recipients
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 the Consortium or cause the Consortium to be notified promptly of such request or requirement so that the Consortium may seek appropriate remedies (and if the Consortium seeks such a remedy, we will provide such cooperation as the Consortium shall reasonably request), or, in 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 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 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 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 the Consortium of that decision and, in that case, and at any time upon the written request of the Consortium, we will either (i) promptly destroy or cause to be destroyed 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 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 and confirm such destruction to the Consortium in writing or (ii) promptly deliver or cause to be delivered to the Consortium, at our 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 us or the Recipients by the Consortium. 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 letter agreement and all Confidential Information will continue to be subject to the terms of this letter agreement. Irrespective of the foregoing, the recipients are entitled to keep one set of copies of Confidential Information exclusively for archival purposes in their legal department. It is understood that 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. The Consortium may discontinue furnishing Confidential Information to us at any time at their sole discretion. We acknowledge that the

Consortium does not make any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. We agree that 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 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 letter agreement will be governed by and construed in accordance with the laws of Belgium 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 Belgium.

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. Term. The confidentiality obligations set forth herein shall continue in force until December 31, 2028.

9. 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 the relevant party, 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.

We agree with the provisions as stated above:

Name of Entity: \_\_\_\_\_

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

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

**Instructions:**

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

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