

CONFIDENTIALITY AND COMPETITION COMPLIANCE AGREEMENT

This agreement (the “**Agreement**”) is entered into as of the date signed below by the undersigned party (the “**Participant**”) acting in his/her own name as well as on behalf of his/her represented Company, in connection with the participation in the Flint Group Supplier Day (the “**Supplier Day**”), hosted by Flint Group (the “**Organizer**”).

1. Purpose

The purpose of this Agreement is to protect the confidential and proprietary information shared during the Supplier Day, as well as to ensure compliance with all applicable laws, including but not limited to antitrust and competition laws.

2. Scope of Confidentiality

The Participant agrees:

- Not to discuss or share any commercially sensitive information, including but not limited to pricing, production capacities, costs, future market strategies, or other proprietary or competitive information.
- Not to engage in or encourage any agreements, implicit or explicit, that would restrict competition or violate antitrust laws.
- Not to coordinate or collude with competitors in a manner that would harm fair competition in the marketplace.
- To keep all information disclosed by the Organizer during the Supplier Day confidential, unless such information is publicly available or the Participant has obtained prior written consent from the Organizer to disclose it.
- To use the information obtained during the Supplier Day solely for purposes consistent with the Supplier Day’s stated objectives.
- To comply with all applicable competition and antitrust laws.

3. Breach of Confidentiality

The Participant acknowledges that any breach of this Agreement may result in legal consequences and agrees to indemnify and hold harmless the Organizer from any claims, losses, or damages arising out of the Participant’s violation of this Agreement.

4. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Netherlands. Any dispute arising out of or in connection with the Agreement shall be heard at the court having jurisdiction over Flint’s principal place of business or, at Flint’s option, at Participant’s principal place of business.

5. Acceptance

By signing below, the Participant agrees to the terms of this Agreement and affirms their commitment to abide by its provisions.

City: Amsterdam

Date: January 13, 2025

Flint Group:



Signature

Kevin E. Bergeson

Name in block letters

Vice President Procurement

Title

City:

Date:

Represented Company:

Signature

Participant’s name in block letters

Title