

EXPERIMENTAL PRODUCT CONFIDENTIALITY AGREEMENT

This agreement relates to the supply by an affiliate or subsidiary of LyondellBasell Industries N.V. ("LYB") of the technical or business information and/or the samples identified herein (collectively, "LYB Material"):

LYB Material: ☐ technical or business information relating to experimental [and commercial] polymers or catalysts
☐ technical or business information related to the use of LYB Material in certain applications
☒ samples of experimental and/or commercial polymers or catalysts

The experimental polymer or catalysts covered by this undertaking are:
Supports of catalysts and/or supported components of catalysts and catalyst systems for polymerization of olefins

The legal entity specified below ("Recipient"), represented by the undersigned, in consideration of the supply of the LYB Material undertakes to use the LYB Material only for the Purpose specified herein.

Purpose: Allow Recipient to evaluate Information and Samples to assess with Small Angle X-Ray Scattering (SAXS) technique the physical properties of the Samples, in particular the porosity, the surface area and the size and distribution of pores.

Recipient further undertakes to:

- a) treat the LYB Material and any derivative product obtained using the LYB Material as confidential and not to disclose them in any manner to any third party, except as specifically authorized by LYB,
- b) not use the LYB Material and any derivative product obtained using the LYB Material for any purpose other than the Purpose specified herein,
- c) not analyse or otherwise determine the composition of any sample, except to the extent necessary for the Purpose,
- d) not file any patent application, utility model or design application based upon or disclosing any LYB Material,
- e) limit access to the LYB Material only to those of its personnel and the personnel of any affiliated company (and, with reference to the activities carried out by Recipient with its customers, to such customers) who need to have said access for the Purpose and who are obligated to Recipient at least to the extent that Recipient is obligated to LYB herein, provided that Recipient remains at all times responsible for these parties' compliance with said obligations; and
- f) promptly at the conclusion of the Purpose, at LYB's discretion, destroy or return the LYB Material to LYB and to communicate to LYB the results of the Purpose, provided, however, that Recipient shall not be inquired to disclose any information confidential to Recipient.

The above shall not apply to LYB Material which is public knowledge or in Recipient's possession before the disclosure by LYB or which after such disclosure becomes public knowledge through no fault of Recipient or becomes legally available to Recipient from a source other than LYB without obligations of confidentiality or restrictions of use.

Any technical advice or testing by LYB or any LYB to Recipient for any reason, including, but not limited to the use of LYB Material shall be given at Recipient's sole risk, and LYB shall have no liability whatsoever for the use of said technical advice or testing.

The disclosure of LYB Material under this agreement shall start on the date of supply of the LYB Material to Recipient and shall end two (2) years after the date of this undertaking ("Disclosure Period"). This agreement shall enter into force on the date of the commencement of the Disclosure Period and shall remain in force for eight (8) years after the end of the Disclosure Period.

This agreement shall be governed by the laws of the Netherlands, without any reference to the conflict of law principles.

This agreement is agreed to and accepted by the Recipient:

Prof. Gregory Beauregard
Name and title of duly authorized representative
10 730 Beechfield Road

[Signature]
Signature

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Legal entity (including company type)

Date

Ch. chael. OH 45292

10/11/11

Registered Address