PLASTICS
INDUSTRY ASSOCIATION

Workshop Participation Agreement

This Workshop Participation Agreement ("Agreement") dated _____, 2019 ("Effective Date") is entered into between the Plastics Industry Association (PLASTICS) and _____ ("Participating Company"), each a "party" and together the "Parties, wherein the Participating Company has granted permission to one or more of it employees to present at and attend one of PLASTICS' workshops. Such designated employees shall be referred to as "Participants".

Participation

Participants shall attend and present written and/or electronic materials ("Presentation(s)") at the 2019 HPPE Process Safety Workshop located at the Hotel Monteleone in New Orleans, LA on May 7-9, 2019 ("Event"). The Event shall only be open to the employees of companies that shall be making Presentation(s)during the Event as well as representatives of PLASTICS (collectively, "Workshop Attendees").

Copyrights and Confidentiality

By signing this Agreement, the Participating Company is agreeing to give presentation(s) at the Event, subject to unforeseen circumstances beyond the control of the Participating Company. PLASTICS acknowledges and accepts that the Participating Company is the author and owner of all content in its Presentation(s) including any marks, logos or any other copyright contained within such Presentation(s). The Participating Company hereby grants to PLASTICS the right to gather and reproduce information contained in its Presentation for the sole purpose of preparing written and/or electronic materials for the Event ("Event Materials"), which will include Presentation(s) collected from other Workshop Attendees. copies of which will only be shared with and among Workshop Attendees.

"Affiliate(s)" will be defined by each Participating Company.

"Confidentiality Period" means the period commencing on the Effective Date and ending one (1) year after the conclusion of the 2019 HPPE Process Safety Workshop.

During the Confidentiality Period, PLASTICS shall not disclose or use the Participating Company's Presentation, or any information contained therein, without the express written consent of the Participating Company.

During the Confidentiality Period, Participating Company shall not disclose or use Event Materials prepared by other Participating Companies, or any information contained therein, without the express written consent of the Participating Company that prepared the Event Materials.

Participating Company may disclose Event Materials to its Affiliates, contractors and Affiliates' contractors, provided such Affiliates and contractors have agreed to be bound by obligations no less protective of Event Materials than the terms contained herein. Participating Company and its Affiliates may use or have used information from Event Materials in their normal operations.

The obligations of confidentiality and restricted use herein shall not apply to any information or material provided by either party hereunder to the extent the receiving party can establish by documentary evidence that one or more of the following exceptions apply:

a. the information or material was already in the public domain or subsequently entered the public domain after disclosure through no fault of the receiving party;

b. the information or material was already in the lawful possession of the receiving party and receiving party is legally free to disclose the information or material to others without restriction;

c. the information or material was subsequently provided to receiving party on a non-confidential basis by a third party legally entitled to provide the information or material without restriction; and/or

d. the information or material was independently developed by employees of receiving party who did not receive information disclosed by the other party under this Agreement.

If a party receiving information under this Agreement is required by law, court order or government authority to disclose information received under this Agreement, then party receiving information under this Agreement may make such disclosure provided that party receiving information under this Agreement shall, to the extent permitted (a) provide prompt written notice of the requirement to party disclosing information under this Agreement so that party disclosing information under this Agreement may seek a protective order or other remedy and (b) upon request, provide reasonable assistance to party disclosing information under this Agreement at no cost to support efforts to contest or limit the scope of such requirement. If party disclosing information under this Agreement does not obtain a timely protective order or other remedy, then party receiving information under this Agreement shall: (a) only disclose that portion of information received under this Agreement necessary to comply with the requirement; (b) only disclose such information received under this Agreement to the entities required; and (c) use reasonable efforts to provide such information received under this Agreement any permissible confidential treatment.

Neither party shall use the name, trade name, trademark or service mark of the other party or any Affiliate of the other party in any publication, advertisement, communication or other disclosure to the public in any format, or provide any public description from which the identity of the other party or any of its Affiliates can reasonably be derived, concerning the existence, status, terms, purpose or subject matter of this Agreement, without the prior written consent of the other party.

Representations and Warranties

The Participating Company warrants that the Presentation is an original work of the Participating Company, that the Presentation does not violate any copyright or other rights of any third party, and that it is free to enter into this Agreement without the violation of any contractual or other obligations that it may have. For the avoidance of doubt, the Event is meant to be an open forum to discuss specific safety information learned during the operation of various HPPE processes. Each Participating Company and its Participants agree to use any and all information received during the Event at its own risk and agrees to hold all other Participating Companies harmless with respect to such use. In signing this Agreement, the Participating Company represents that it is a technically competent practitioner of the HPPE processes that they operate and are capable of determining the technology that can be safely employed in their processes. Further, the Participating Company understands that the Presentation(s) of other Workshop Attendees and related verbal disclosures during the Event and Event Materials do not come with any specific representations or warranties as to their fitness for any particular use or for any particular process and that all information provided to the Workshop Attendees at the Event is without a warranty of any kind, either express or implied, as to merchantability, fitness for a particular purpose, or any other matter. Neither PLASTICS nor any Participating Company shall accept any responsibility for any loss or damage arising from use by a Participating Company of any information provided at the Event.

PLASTICS warrants that all Participating Companies, on behalf of their employees attending the Workshop, have entered into this Agreement or agreements that have terms that are materially similar to this Agreement which prevent any Workshop Attendee from sharing any information from the Event with any third party without the express written consent of both the Participating Company that authored said presentation and PLASTICS.

Compliance with Law

Each party warrants that all information supplied pursuant to this Agreement will have been produced and supplied in compliance with all applicable federal, state and local laws, orders, rules and regulations. In the event of termination or expiration of this Agreement, this section shall survive.

PLASTICS has attached its "Antitrust Reminders and Meeting Guidelines" as **Exhibit A** for your reference that Participating Company agrees to abide by. This will also be included in Event materials and reminders will be made at the Event. Please note that this is not exhaustive and should not be solely relied upon by the Participating Company and that said Participating Company shall retain its own counsel for independent legal advice.

As determined by the HPPE Process Safety Workshop Steering Committee, given the above, Presentations should not contain confidentiality or other similar non-disclosure statements.

Export Control

Neither party shall export, re-export, transfer, furnish, deliver, or release the technology, services, software, or commodities made available to it hereunder to any individual, entity or destination, or for any use, except in full accordance with all applicable laws, regulations, and requirements of the United States with respect to export control and trade sanctions. Each Party agrees and understands it shall be responsible for its ongoing compliance with all such applicable laws, regulations and requirements.

Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of New York without giving effect to its principles of conflict of laws.

Integration

This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior negotiations, understandings and agreements between the parties, whether oral or written, regarding the specific subject matter of this Agreement. This Agreement can be amended only by a written document signed by duly authorized representatives of both parties which identifies itself as an amendment of this Agreement.

Severability

If any provision of this Agreement is held invalid or unenforceable, such holding will not affect the remaining provisions which shall continue with full force and effect.

Term

This Agreement shall continue in full force and effect until the end of the Confidentiality Period at which time this Agreement shall automatically expire with the exception that clauses covering Compliance with Law, Export Control, Governing Law, Integration, and Severability shall survive expiration.

Execution

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party as of the date of receipt thereof by the receiving party. Each party represents and warrants that it is authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Participating Company and PLASTICS have executed this Agreement by their duly authorized representatives, effective on the Effective Date written above.

[Participating Company]	Plastics Industry Association (PLASTICS)
Signed:_____	Signed:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Workshop Attendees for Participating Company: _____

_____

_____

Exhibit A:

PLASTICS INDUSTRY ASSOCIATION (PLASTICS)

ANTITRUST REMINDERS AND MEETING GUIDELINES

Group activities of competitors are inherently suspect under the antitrust laws. Many agreements and activities between and among competitors, however, are both legal and beneficial to society and the industry. It is expected that all member representatives involved in PLASTICS activities, as well as PLASTICS consultants and meeting participants, will be sensitive to the legal issues involving trade associations and take all measures necessary to comply with U.S. antitrust laws and similar foreign competition laws.

Whether seriously or in jest, **do not discuss** or exchange information regarding:

Prices, including:

- Individual company prices, price changes, price differentials, pricing patterns or policies, discounts, allowances, credit terms, warranties, rebates or special financing, indemnification agreements, or other terms and conditions of sale affecting price.
- Industry pricing policies, price levels, price changes, pricing procedures, profit margins or other data that bear on price.
- Individual company data on costs, production, capacity, inventory, sales, profit margins or other data that bear on price.

Production, including:

- Individual company plans concerning the design, production, distribution or marketing of particular products or product features, including possible or proposed customers or territories.
- Agreements with competitors to control or limit production, restrict or allocate exports or imports, control or limit product quality or research or allocate sales according to customers, territories or products.

Marketing procedures, including:

- Matters relating to dealing or not dealing with actual or potential individual suppliers, customers, or competitors that might exclude them from the market;
- Territorial restrictions, allocations of customers, restrictions on types of products or any other kind of market division.

Meeting Guidelines

- Agenda will be prepared and distributed before the start of the meeting.
- Meeting discussions will be limited to agenda items unless the Chair approves additional topics.
- Minutes of a meeting represent the legal record of what transpired. Carefully review draft minutes and call for corrections if the meeting minutes are not accurate.
- Staff (or counsel) will be present at each meeting.
- Object to any discussions or activities that appear to violate PLASTICS' antitrust policy.
- Avoid colloquial language that might be mischaracterized later (e.g., "dominance," "only game in town," "control of market").

This list is not exhaustive andunderstanding and acting in compliance with U.S. and foreign antitrust and competition laws sometimes can be difficult. If you have a question about the propriety of PLASTICS activities or discussions in an PLASTICS meeting, you are encouraged immediately to contact PLASTICS counsel or your company's legal counsel.

Confidentiality Reminder

It is expected that all members of PLASTICS will act in the best interests of the association. Discussions at meetings and any documents or other materials that are produced or distributed are confidential. Details of the meeting should not be published, disclosed to any third parties, or used except in support of official PLASTICS business. Naturally, member company representatives can share this with appropriate personnel within their own companies; when distributing within your companies, please remind the recipients of the confidential nature of the information.