

UPCELL ALLIANCE - EUROPEAN BATTERY MANUFACTURING ALLIANCE*Association Law of July 1, 1901*

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ETHICS CHARTER

PREAMBLE

The purpose of the UPCELL ALLIANCE - European Battery Manufacturing Alliance (hereinafter **referred to as the "Association"**) is to federate the European players involved in the electric battery industry and to create a value chain bringing together manufacturers and suppliers of electrical components and automation solutions, machine builders, battery manufacturers, university research centers, automobile manufacturers and chemical manufacturers, with a view to developing the European electric battery industry.

The purpose of the ethical charter of the UPCELL Alliance Association (hereinafter referred to as the **"Charter"**) is to define the moral commitments that govern the relationship between the members of the Association (hereinafter referred to as the **"Members"**), and the Association itself.

Consent to the present Charter is a prerequisite for any new Member to join the Association.

In its capacity as a professional organization, the Association endeavors to promote the collective interests of its Members within the limits of its purpose and the various applicable regulations. Within the same limits, it provides advice and assistance to its Members.

In practical terms, the Association provides its Members with information, facilitates the exchange of ideas and experience, and monitors European projects in this sector to promote innovation and the development of its Members' activities.

The Association also organizes a number of events, including regular meetings, at which information is exchanged to help Members in their work.

The present Charter is intended to complement the Association's Articles of Association (hereinafter the **"Articles"**), as well as its internal regulations (hereinafter the **"Internal Regulations"**), by laying down the principles of conduct that all Members must respect.

ARTICLE 1. COMMITMENT TO ACTIVE PARTICIPATION IN THE LIFE OF THE ASSOCIATION

1.1 Active participation in the Association's operations

1.1.1 Members undertake to inform the Association of any change in the information sent to the Association at the time of their membership, in particular the information contained in the membership form, especially with regard to their representative, registered office, telephone numbers, email address, etc.

1.1.2 In view of the large and growing number of Members, and with the aim of contributing to a smooth-running organization on a day-to-day basis, Members undertake to respond within a reasonable period of time, which may not exceed eight (8) calendar days, to requests or summonses sent to them by the Association, and to attend regularly the various meetings, boards of directors or committees to which they belong or participate.

1.1.3 Any Member who becomes aware that he/she will be unable to attend meetings during a given period undertakes to inform the President of the Association as soon as possible, but in any event within eight (8) days of becoming aware of his/her inability to attend. Failing this, any Member who hasn't had contact with the Association, by e-mail or telephone, or who has not attended meetings during a financial year, without the Association having been informed of his or her unavailability, may be subject to suspension or expulsion in accordance with the Association's statutory and regulatory provisions.

1.2 Active participation in the Association's activities and work

1.2.1 Each Member undertakes, insofar as his or her skills and available time allow, to participate in the work of the Association, in particular by taking part in working groups or think tanks that exist or may be set up during the life of the Association, by volunteering to follow cases and, more generally, to contribute to the activities of the Association and its influence.

1.2.2 In order to enable each Member to assess the amount of time that a commitment would require, he/she may usefully consult the Association about the missions or functions that he/she may be required to assume. In the event that a Member is unable to carry out the work for which he/she is responsible, he/she must inform the Chairman of the Association or the Chairman of the Committee to which he/she belongs as soon as possible, but no later than eight (8) days after the occurrence of the cause of his/her inability to carry out the work for which he/she was initially responsible.

1.2.3 Active participation in the work of the Association is a decisive criterion in determining a Member's eligibility for election to the Board of Directors.

1.2.4 More generally, all Members undertake to react promptly when requested in any way whatsoever by another Member or by the Association.

1.2.5 Members are expressly reminded that their participation in the Association is purely voluntary and does not entitle them to any remuneration whatsoever, with the exception of statutory or regulatory exceptions, where applicable.

1.3 Respect for democratic processes

Members undertake to respect the Association's rules of democratic operation and the resulting votes and decisions.

1.4 Conflict resolution

In the event that several Members are in conflict, they must make every effort to find a peaceful and respectful solution, giving priority to dialogue. The Association may also, at the joint request of the Members involved in the conflict, set up an internal mediation procedure.

ARTICLE 2. OBLIGATION OF CONFIDENTIALITY

2.1 In the course of the Association's activities (*meetings, seminars, committee work, etc.*), Members may come into possession of certain information (hereinafter referred to as "**Confidential Information**").

2.2 Regardless of the nature of the Confidential Information, or the method or medium by which it is communicated, and regardless of whether such information is marked as "confidential" or not, Members undertake not to disclose such Confidential Information to third parties without the Association's authorization, and to use their best endeavors to comply with this obligation of confidentiality and to prevent any unauthorized disclosure or use of the Confidential Information. For the purposes of this article, a "**Third Party**" is any individual or legal entity who is not a Member of the Association or an International Partner (*as defined in the Internal Regulations*) of the Association. By way of exception, any company controlled by a Member of the Association, within the meaning of article L233-3 of the French Commercial Code, is not considered a Third Party.

2.3 Information is not considered confidential in the following cases:

- (a) The information was known to the Member prior to its disclosure by the Association, on condition that the Member provides written proof and that the Member's prior knowledge of the information was not the result of contractual breaches or violations of applicable laws and regulations;

- (b) The information is in the public domain or has ceased to be secret in the country where it was disclosed (*other than as a result of disclosure by the Member or any of its officers, employees, agents, subsidiaries, contractors or representatives*);
- (c) Information must be disclosed to public authorities by virtue of an order of a competent court, or of a public administration acting according to its powers and competences, by virtue of a statute, law or regulation.

2.4 Members undertake to use Confidential Information transmitted by the Association or of which they have become aware within the framework of the Association solely for the purposes of the Association and its work, to the exclusion in particular of any direct or indirect industrial, financial and/or commercial exploitation, and to transmit it internally only to those members of their staff who need to know of its existence for the purposes of the Association.

2.5 Members undertake not to copy, reproduce or duplicate, in whole or in part, any Confidential Information transmitted by the Association or of which they have become aware within the framework of the Association, unless such copying, reproduction or duplication has been specifically authorized by the Association in writing.

2.6 All documents, products, samples or objects, whether or not containing Confidential Information, which have been communicated to Members by the Association or of which Members have come into possession within the framework of the Association, and all copies, reproductions or duplicates thereof which are in the possession of Members, are and shall remain the property of the Association and shall be returned to it or destroyed at any time, at the express request of the Association. Members who are asked to destroy documents, products, samples or objects must provide the Association with a sworn certificate attesting to their destruction.

2.7 Members are subject to this obligation of confidentiality, and to subsequent obligations, for the duration of their membership in the Association plus ten (10) years from the termination of their membership for any reason whatsoever.

2.8 Should a Member deliberately or unintentionally fail to comply with this confidentiality agreement or any subsequent obligations, the Member may be suspended or expelled in accordance with the Association's Articles of Association and Internal Regulations, without prejudice to the Association's right to claim compensation for any loss suffered.

ARTICLE 3. OBLIGATION OF GOOD FAITH & FAIR DEALING

3.1 Members shall behave in a professional manner and make their best efforts never to compromise, directly or indirectly, the image of the Association, other "UPCELL" entities and Members. Members shall behave in a reasonable professional manner and behave in all circumstances with diligence, dignity and loyalty, both towards other Members of

the Association and towards their managers and shareholders, and towards other public interlocutors of the Association, particularly when several Members are in a competitive situation.

3.2 It is formally forbidden for any Member of the Association to speak publicly on behalf of the Association or, more generally, on behalf of any other "UPCELL" entity, whether through the press or any other means of communication, without having first obtained the express written authorization of their President.

3.3 In the same way, it is formally forbidden for any Member of the Association to take a public position on a subject discussed within the Association or within any other "UPCELL" entity, without having first obtained the express written authorization of the President.

ARTICLE 4. INTELLECTUAL PROPERTY

4.1 The Association holds, directly or indirectly, intellectual property rights, in particular trademark and copyright rights. In addition, information disclosed by the Association to Members, or of which Members may become aware in the course of Association activities, may contain information relating to intellectual property rights, whether or not such rights are registered.

4.2 Members irrevocably and unconditionally agree not to do, attempt to do, assist or procure the assistance of any third party to:

- (a)** Contest, deny, disregard or take any action inconsistent with the Association's intellectual property rights;
- (b)** Apply for registration, in any jurisdiction whatsoever, of any rights related to or similar to the Association's intellectual property rights, or inspired by the Association's intellectual property rights, including trademarks, copyrights, trade names, domain names, logos, designs, symbols or words incorporating or resembling, inspired by or similar to the Association's intellectual property rights, without the written authorization of the Association.

4.3 In the event that any Member becomes aware of the use or proposed use by a third party of a similar or identical sign (*trademark, trade name, domain name, logo, design, copyright, symbol or word, etc.*) likely to constitute infringement or misleading marketing, or of any attempt by a third party to register, copy, imitate or infringe the Association's intellectual property rights, it shall immediately inform the Association and provide it with detailed information.

4.4 The obligations set forth in articles 4.1, 4.2 and 4.3 above also apply by operation of law to the intellectual property rights of Members and other "UPCELL" entities.

ARTICLE 5. COMBATING AND PROHIBITING ANTI-COMPETITIVE PRACTICES

5.1 Principle of non-interference in the management of Members

5.1.1 The Association and its Members shall refrain from interfering in the management of companies which are Members of the Association. The Association may under no circumstances advise any of its Members and undertakes not to interfere in commercial relations between its Members.

5.1.2 Members retain their economic, financial, commercial and strategic independence from other Members and the Association. Members of the Association remain solely responsible for the conduct of their business strategy, in particular when they decide to make a particular investment, regardless of the work carried out by the Association on the projects presented. Each Member expressly waives any right to seek any liability on the part of the Association.

5.2 Prohibition of anti-competitive practices

5.2.1 Relations between Members, particularly those belonging to the same sector of activity, within the Association, must not have the purpose or consequence of directly or indirectly influencing the free play of competition.

5.2.2 The Association, which has made the prohibition of anti-competitive practices between its Members a cardinal principle, has put in place tools, in its mode of operation and on the occasion of events organized by it, to ensure that relations between its Members do not encourage any process at the origin of agreements or acts and actions contrary to competition law. The Association may not, under any circumstances, at or outside its general meetings, meetings of its representative bodies or working groups, be the forum for the exchange of information aimed at obtaining anti-competitive advantages.

5.2.3 In addition, the Association and its Members shall refrain from any direct conduct (*discussion, exchange of information, work or project, or any collective decision-making, etc.*) or indirect conduct, the purpose or effect of which is directly or indirectly, in particular:

- (a) limit the freedom to set prices for their products, equipment and services,
- (b) limit production or marketing,
- (c) limit or control access to markets and customers and the allocation of these last.

5.2.4 More generally, the Association and its Members shall refrain from any unfair behavior likely to prevent, distort or restrict competition, and in particular:

- (a) price agreements and ancillary tariffs,

- (b) issuing instructions to harmonize behavior and business practices,
- (c) calls to boycott potential competitors,
- (d) the implementation of a concerted action, a cartel, with a view to responding to a call for tenders as a group and at an identical price,
- (e) concerted action, an agreement to exclude competitors and/or hinder their access to a market.

5.2.5 Members expressly undertake to inform the Association immediately of any behavior which could give rise to a presumption of unfair behavior likely to prevent, distort or restrict competition, and to provide the Association with any information they may have in their possession to enable the Association to assess the situation and adopt appropriate measures.

5.2.6 The provisions detailed in article 5.2 above also apply without restriction to Members in their relations with International Partners and members of other "UPCELL" entities.

ARTICLE 6. PENALTIES FOR NON-COMPLIANCE WITH THE CHARTER

Violation of the provisions of the Charter may result in the suspension or exclusion of the Member, in accordance with the provisions of the Articles of Association supplemented by those of the Association's Internal Regulations.

ARTICLE 7. ACCEPTANCE OF THE CHARTER

By accepting the present Charter, Members consent to and undertake to comply with all its provisions, throughout the duration of their membership of the Association, as well as subsequently with regard to provisions remaining in force after termination of their membership, for whatever reason.

To legally and unconditionally accept this Charter after having read it in full, please tick the corresponding box in the Membership Form.