

Amended and Restated Non-Disclosure Agreement

This Amended and Restated Non-Disclosure Agreement (this “**Agreement**”) is entered into, effective as of May 30, 2023 (the “**Effective Date**”), by and among (i) Claims Resolution Management Corporation (“**CRMC**”), (ii) Claro Group, LLC (“**Claro**”), (iii) the North American Refractories Company Asbestos Personal Injury Settlement Trust (“**NARCO Asbestos Trust**”), and (iv) Honeywell International Inc. (“**Honeywell**”). Each of CRMC, Claro, the NARCO Asbestos Trust and Honeywell may be referred to herein as a “**Party**” or, collectively, as the “**Parties**.”

WHEREAS, the Parties entered into that certain Non-Disclosure Agreement effective as of December 18, 2014 (the “**Original NDA**”); and

WHEREAS, Honeywell and the NARCO Asbestos Trust are parties to that certain Amended and Restated Buyout Agreement by and among Honeywell, the NARCO Asbestos Trust, the NARCO Trust Advisory Committee and Lawrence Fitzpatrick in his capacity as the NARCO Asbestos Future Claimants Representative dated as of November 20, 2022 (the “**Buyout Agreement**”); and

WHEREAS, Section 9(c) of the Buyout Agreement limits access to both Trust Claims Data (as defined in Section 2 of this Agreement and Section 9(c)(i) of the Buyout Agreement) and Trust Costs Data (as defined in Section 3 of this Agreement and Section 9(c)(iii) of the Buyout Agreement), as well as the permitted uses of both Trust Claims Data and Trust Costs Data, by Honeywell and any third-party administrator retained by Honeywell (“**Honeywell’s TPA**”); and

WHEREAS, the Buyout Agreement provides that Trust Claims Data and Trust Costs Data provided by or at the direction of the NARCO Asbestos Trust to Honeywell and/or Honeywell’s TPA shall be kept strictly confidential subject to the Existing Confidentiality Agreement (as defined in, and modified by, the Buyout Agreement); and

WHEREAS, Honeywell has engaged Claro as Honeywell’s TPA; and

WHEREAS, CRMC processes asbestos personal injury claims on behalf of the NARCO Asbestos Trust pursuant to that certain Claims Processing Agreement, dated as of April 30, 2013 (the “**CPA**”); and

WHEREAS, in connection with accessing Trust Claims Data under the Buyout Agreement, it is anticipated that Claro may have access to CRMC Proprietary Information (as defined in Section 1 of this Agreement); and

WHEREAS, the Parties intend by this Agreement to allow Claro to review Trust Claims Data (and to the extent necessary in order to review such Trust Claims Data, certain CRMC Proprietary Information) and to allow Claro to review Trust Costs Data, in both cases solely for NARCO Insurance Purposes (as defined in Section 4 of this

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Agreement and Section 9(c)(i) of the Buyout Agreement) and subject in all respects to the terms, conditions and limitations provided in this Agreement and the Buyout Agreement.

NOW THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, ***“CRMC Proprietary Information”*** shall be defined as all non-public information provided by and belonging to CRMC, whether of a technical, business, financial or any other nature, disclosed in any manner, whether verbally, electronically, visually or in a written or other tangible form, which is either identified or designated as confidential or proprietary or which should be reasonably understood to be confidential or proprietary in nature. For purposes of this Agreement, ***“CRMC Proprietary Information”*** shall also include, but shall not be limited to, CRMC’s software, structure, source code, reports (including formatting and depiction), data components, visual organization and content, as well as all data, database files, computer files, documentation, and other materials produced by CRMC under the CPA. The term ***“CRMC Proprietary Information”*** shall not include and expressly excludes information that: (a) is Confidential Information (as defined in Section 5 of this Agreement); (b) is or becomes public without breach of the terms of this Agreement or any other confidentiality obligations to which Claro or Honeywell are bound or were bound at the time; (c) was in Claro’s or Honeywell’s possession without confidentiality obligations or was known by Claro or Honeywell without confidentiality obligations prior to its receipt from CRMC as demonstrated through Claro’s and Honeywell’s files and records in existence prior to the Effective Date of this Agreement; (d) becomes available to Claro or Honeywell from a source (other than the NARCO Asbestos Trust, CRMC, and their respective agents) already in legitimate possession of said CRMC Proprietary Information and such disclosure was made, to Honeywell’s and Claro’s knowledge, without breaching confidentiality obligations to which such source is subject; (e) is developed independently by Claro or Honeywell without the use of any CRMC Proprietary Information, as demonstrated through Claro’s or Honeywell’s files and records; (f) is owned by the NARCO Asbestos Trust; or (g) is disclosed specifically for unrestricted release with the written approval of CRMC.

2. For purposes of this Agreement, ***“Trust Claims Data”*** means, pursuant to the Buyout Agreement, collectively, (a) on a quarterly basis, for all NARCO Asbestos Trust Claims, aggregate information on the total number of filed, pending, and settled claims by disease type; (b) solely with respect to any NARCO Asbestos Trust Claims that are paid by the NARCO Asbestos Trust (***“Paid Claims”***) on a monthly basis, the NARCO Asbestos Trust’s paid claims database in SQL or a substantially similar database format; and (c) no more frequently than monthly, Paid Claims files containing the documentation substantiating exposure and date of first exposure to a NARCO asbestos containing product, asbestos disease, the release, and any other documentation relating to the Paid Claims that the NARCO Asbestos Trust gathered or received for the purpose of making payments to such claimants.

3. For purposes of this Agreement, ***“Trust Costs Data”*** means, pursuant to the Buyout Agreement, unaudited and summary level paid cost information by cost category,

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and, in addition, only upon receiving a request from a Honeywell insurer that has entered into a Trust Insurer Confidentiality Agreement, Honeywell's TPA may request and shall receive from the NARCO Asbestos Trust (A) claims-related service provider invoices submitted to the NARCO Asbestos Trust and (B) summary level paid cost information by vendor. The NARCO Asbestos Trust may redact such invoices to avoid disclosure of any claimant data, attorney-client privileged communications, and attorney opinion work product.

4. For purposes of this Agreement, "***NARCO Insurance Purposes***" means, pursuant to the Buyout Agreement, solely to report and recover under Honeywell's insurance policies applicable to NARCO asbestos claims and under settlement agreements that Honeywell has entered or enters with its insurers for NARCO asbestos claims.

5. For purposes of this Agreement, "***Confidential Information***" means any and all information, data and documents, including Trust Claims Data and Trust Cost Data, in whatever media, provided by the NARCO Asbestos Trust to Claro and/or Honeywell; provided, however, that this Section 5 is not intended to expand, nor should it be construed as expanding, either Claro's or Honeywell's rights to access or use such information, data and documents beyond that permitted by the Buyout Agreement. The term "Confidential Information" shall not include and expressly excludes information that: (a) is or becomes public without breach of the terms of this Agreement or any other confidentiality obligations to which Claro or Honeywell are bound or were bound at the time; (b) was in Claro's or Honeywell's possession without confidentiality obligations or was known by Claro or Honeywell without confidentiality obligations prior to its receipt from the NARCO Asbestos Trust to Claro and/or Honeywell as demonstrated through Claro's and Honeywell's files and records in existence prior to the Effective Date of this Agreement; (c) becomes available to Claro or Honeywell from a source (other than the NARCO Asbestos Trust, CRMC, and their respective agents) already in legitimate possession of said Confidential Information and such disclosure was made, to Honeywell's and Claro's knowledge, without breaching confidentiality obligations to which such source is subject; (d) is developed independently by Claro or Honeywell without the use of any Confidential Information, as demonstrated through Claro's or Honeywell's files and records; or (e) is disclosed specifically for unrestricted release with the written approval of the NARCO Asbestos Trust.

6. For purposes of this Agreement, "***Person***" shall be interpreted broadly to include, without limitation, any corporation, company, partnership, proprietorship, unincorporated association, trust, or individual.

7. Honeywell shall treat any and all Confidential Information Honeywell may receive as confidential in accordance with the terms of the Existing Confidentiality Agreement (as defined in, and modified by, the Buyout Agreement) and shall only use such Confidential Information for NARCO Insurance Purposes.

8. Claro shall have access to Confidential Information solely for NARCO Insurance Purposes and only as provided in, and subject to the terms of, the Buyout Agreement and

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this Agreement. Claro shall maintain the confidentiality of any Confidential Information it receives and shall not, without the prior written consent of the NARCO Asbestos Trust, disclose the Confidential Information to any Person other than Persons expressly allowed access to such Confidential Information under the Buyout Agreement or those employees of Claro to whom disclosure of the Confidential Information is necessary for NARCO Insurance Purposes. Claro shall (a) maintain a list by individual name of all its employees and/or counsel to whom Confidential Information is disclosed; (b) instruct, in writing, such employees and/or counsel to act in accordance with the nondisclosure obligations contained in this Agreement and obtain their written agreement to do so; and (c) instruct, in writing, such employees and/or counsel to use the Confidential Information only for the purposes specified in this Agreement and obtain their written agreement to do so. Claro covenants and agrees that it shall use the Confidential Information solely for NARCO Insurance Purposes. Any use of the Confidential Information by Claro not permitted by this Agreement or the Buyout Agreement is strictly prohibited. Claro further covenants and agrees that it shall keep any and all analyses, summaries, notes, memoranda, charts, graphs, tables, opinions, and other work product derived, in any way, from the Confidential Information confidential in accordance with this Agreement. In the event Claro is compelled by a court order, judicial process, subpoena, regulatory proceeding, or applicable law or legal process to disclose any Confidential Information in contravention of this Agreement, (i) Claro shall give ten (10) days' prior written notice to the NARCO Asbestos Trust of any such disclosure so that the NARCO Asbestos Trust may seek a protective order or other appropriate remedy; (ii) such disclosure shall be limited to only the Confidential Information which is required to be disclosed pursuant to Claro's legal obligations; and (iii) Claro shall use its commercially reasonable best efforts to ensure that any such Confidential Information shall be accorded confidential treatment and shall not be further disclosed.

9. Upon written request of the NARCO Asbestos Trust, at any time following conclusion of the NARCO Insurance Purposes, all Confidential Information (and all analyses, summaries, notes, memoranda, charts, graphs, tables, opinions, and other work product derived, in any way, from the Confidential Information), which may be in Claro's possession, custody or control shall be returned to the NARCO Asbestos Trust or destroyed within five (5) business days after said written request (excluding information stored on backup servers). Claro shall confirm in writing to the NARCO Asbestos Trust that all such Confidential Information has been returned or destroyed. Notwithstanding the foregoing, Claro's counsel may retain one copy of any work product that is derived from Confidential Information for its internal risk management purposes; provided, however, Claro shall instruct its counsel to treat such work product as confidential in accordance with Section 8 and this Section 9, and Claro shall continue to be liable for any unauthorized disclosure of any Confidential Information contained in such work product or stored on backup servers of Claro. Claro's obligations under Section 8 and this Section 9 shall survive the termination of this Agreement, the termination of any NARCO Insurance Purposes, and the termination of Claro's engagement by Honeywell, it being the Parties' intention that Claro's obligations under Section 8 and this Section 9 shall continue until all the Confidential Information disclosed to Claro is returned to the

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NARCO Asbestos Trust or destroyed. Without limiting the NARCO Asbestos Trust's rights under Section 18 of this Agreement, Claro hereby agrees to indemnify, defend and hold harmless the NARCO Asbestos Trust, its affiliates, trustees, officers, directors, managers, members, partners, employees, representatives, agents, attorneys, accountants, auditors, and consultants from and against any and all claims, demands, charges, complaints, obligations, causes of action, suits, liabilities, fees, expenses (including attorneys' fees, costs and expenses), losses, damages and judgments, at law or in equity, in federal, state or other judicial, administrative, arbitration or other proceedings, of any nature whatsoever, whether now known or hereafter arising out of or relating to any breach by Claro of Section 8 or this Section 9.

10. Except as may otherwise be required by law, Claro and Honeywell shall keep the CRMC Proprietary Information confidential and shall not disclose the CRMC Proprietary Information to any other Person other than to Honeywell's insurance counsel and/or to a Person to which CRMC has authorized in writing to receive the CRMC Proprietary Information. Claro and Honeywell each agree individually for themselves that neither Claro nor Honeywell may use the CRMC Proprietary Information other than for NARCO Insurance Purposes.

11. In the event that Claro or Honeywell becomes legally compelled to disclose any CRMC Proprietary Information obtained for NARCO Insurance Purposes, Claro and Honeywell, as the case may be, agree (if legally permitted) to promptly notify CRMC in writing to enable CRMC to seek an appropriate protective order and, in any circumstance, to furnish only that portion of the CRMC Proprietary Information which is legally required.

12. Upon written request of CRMC or the NARCO Asbestos Trust, at any time following conclusion of the NARCO Insurance Purposes, all CRMC Proprietary Information (and all copies, summaries, notes, analyses of the contents or parts thereof developed, based upon or arising out of the CRMC Proprietary Information), which may be in Claro's possession, custody, or control or in Honeywell's possession, custody, or control shall be returned or destroyed and not retained by Claro or Honeywell in any form for any reason. Claro and Honeywell shall confirm in writing to CRMC and the NARCO Asbestos Trust that all such CRMC Proprietary Information has been returned or destroyed. Notwithstanding the foregoing, Claro's counsel and Honeywell's legal department may retain one copy of any work product that is derived from CRMC Proprietary Information for its internal risk management purposes; provided, however, Claro's counsel and Honeywell's legal department shall treat such work product confidential in accordance with this Section 12 and Claro and Honeywell shall each continue to be responsible for any unauthorized disclosure of any CRMC Proprietary Information contained in such work product.

13. Claro covenants and agrees that it shall not disclose any of the Confidential Information that may be disclosed to Claro pursuant to the Buyout Agreement to Honeywell or its affiliates, officers, directors, agents, advisors, consultants, or counsel, except to Honeywell's insurance counsel solely as permitted under the Buyout

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Agreement. By signing below, Honeywell acknowledges and agrees that it shall not request or otherwise solicit the disclosure of the Confidential Information except to Honeywell's insurance counsel as expressly permitted by the Buyout Agreement, and, in the event any of the Confidential Information is disclosed to Honeywell in contravention of this Section 13, Claro and Honeywell shall (a) immediately notify the NARCO Asbestos Trust of such disclosure, and (b) cause any and all Confidential Information in Honeywell's possession, custody, or control to be immediately destroyed. With the written consent of the NARCO Asbestos Trust, which shall not be unreasonably withheld, Claro or Honeywell's insurance counsel shall be permitted to disclose such Confidential Information to Honeywell to the extent necessary to enable Honeywell's insurance counsel to provide legal advice to Honeywell related to the potential settlement of contractual obligations with its insurers or for purposes of actual or threatened litigation or arbitration with its insurers, and subject to the strict confidentiality terms of this Agreement, the Buyout Agreement and any Confidentiality/Protective Stipulation or Order entered in any such proceedings. Claro and Honeywell each acknowledge and agree that (i) Confidential Information shall remain confidential, and that neither Claro nor Honeywell shall take any position or make any assertion that the NARCO Asbestos Trust's agreement to disclose Confidential Information to Claro or Claro's disclosure of Confidential Information (whether intentional or inadvertent) to Honeywell or any other Person in violation of this Agreement shall operate to waive any work product protection or other privilege; and (ii) upon the NARCO Asbestos Trust notifying Claro that any Confidential Information has been inadvertently disclosed to Claro, or Claro's or Honeywell's discovery that Confidential Information beyond the scope permitted by the Buyout Agreement has been disclosed to Claro or Honeywell, Claro shall promptly return or destroy such Confidential Information, keeping no copies.

14. Before any Confidential Information is disclosed by Claro to any insurer of Honeywell, Claro shall obtain from such insurer a fully executed confidentiality agreement materially similar in form and substance (as determined by the NARCO Asbestos Trust in its sole discretion) to the confidentiality agreement attached hereto as Exhibit A and shall deliver or have delivered a copy of such fully executed confidentiality agreement to the NARCO Asbestos Trust prior to any such disclosure. Notwithstanding the foregoing, Claro shall not be obligated to obtain a new confidentiality agreement from an insurer of Honeywell if such insurer already executed a confidentiality agreement in connection with the Existing Confidentiality Agreement governing Honeywell and Claro's disclosure of Confidential Information to such insurer. Any insurer of Honeywell subject to an executed confidentiality agreement may disclose Confidential Information to its auditors, regulators, or reinsurers as required by contractual obligations or applicable laws and regulations; provided, however, that before any Confidential Information is disclosed by such insurer to any auditor, regulator or reinsurer, the insurer shall obtain from such auditor, regulator or reinsurer a fully executed confidentiality agreement acceptable to the NARCO Asbestos Trust (in its sole discretion) and shall deliver or have delivered a copy of such fully executed confidentiality agreement to the NARCO Asbestos Trust prior to any such disclosure. The "Confidentiality Agreement for Reinsurers, Auditors and Regulators" attached hereto as Exhibit A-1 is acceptable to the NARCO Asbestos Trust for such disclosures.

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Notwithstanding the foregoing, an insurer of Honeywell shall not be obligated to obtain a new confidentiality agreement from any of its reinsurers, auditors or regulators that already executed a confidentiality agreement in connection with the Existing Confidentiality Agreement.

15. This Agreement supersedes the Original NDA as to Confidential Information provided by CRMC or the Trust to Claro or Honeywell after the Effective Date of this Agreement. Claro and Honeywell remain bound by the terms of the Original NDA and the Existing Confidentiality Agreement (as defined in, and modified by, the Buyout Agreement) for Confidential Information provided under their terms.

16. Notwithstanding anything to the contrary herein, nothing herein waives any of the NARCO Asbestos Trust's rights to enforce or seek greater or more limited confidentiality or use restrictions pursuant to its rights under the Buyout Agreement, all such rights being expressly preserved and in no way affected or diminished by this Agreement. In the event of any conflict between this Agreement and the Buyout Agreement, including, but not limited to, the definitions of Trust Claims Data, Trust Costs Data, and NARCO Insurance Purposes, the terms of the Buyout Agreement shall govern as applicable to the parties to such Buyout Agreement.

17. This Agreement shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Delaware. The Parties agree that any dispute arising out of or relating to this Agreement must be brought in the United States District Court for the Western District of Pennsylvania, and each Party consents to and accepts the exclusive jurisdiction of such court for the purpose of any such suit, legal action or proceeding. In the event the United States District Court for the Western District of Pennsylvania does not accept jurisdiction for any reason, then such dispute shall be brought in a state court of competent jurisdiction sitting in Wilmington, Delaware. This Agreement cannot be assigned.

18. In the event that any Party breaches or threatens to breach any of the provisions of this Agreement, the Parties agree that monetary damages may not be an adequate remedy and, therefore, due to the immediate, irreparable, actual, and substantial harm which will or may result from a breach or a threatened breach, the non-breaching Party shall be entitled to seek an immediate permanent injunction against such breach and other equitable relief, including but not limited to specific performance, to enforce any and all of the provisions of this Agreement.

19. The obligations imposed on Claro and Honeywell by this Agreement relating to the CRMC Proprietary Information shall continue for the longer of ten (10) years from the date of this Agreement or ten (10) years from the date of last disclosure to Claro or Honeywell of any CRMC Proprietary Information pursuant to this Agreement. Claro and Honeywell shall maintain the CRMC Proprietary Information using the same degree of care with respect to its obligations of confidentiality under this Agreement as it employs with its own information of a confidential nature, but in no event less than a reasonable

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standard of care; provided, however, software and software documentation shall be treated as confidential so long as it contains trade secrets; and provided further that any trade secrets contained within the CRMC Proprietary Information shall be protected in perpetuity.

20. This Agreement may be amended only by a written instrument signed by all Parties.

21. Nothing herein is intended to limit or affect the scope of the Existing Confidentiality Agreement or the Buyout Agreement.

22. Except as otherwise specified herein, any notice or other communication is to be addressed as set forth below or to such other address as may be specified by the Parties in writing, and may be sent by US mail, by guaranteed overnight delivery service, or by email. Unless otherwise specified herein, notices shall be effective when received.

If to Claro, to:

Michelle Uddin
Managing Director
The Claro Group, LLC, a Stout Business
One South Wacker Drive, Suite 3800
Chicago, Illinois 60654
muddin@stout.com

If to Honeywell, to:

Lynn Dummett
Vice President and General Counsel, Litigation
Honeywell International Inc.
855 S. Mint Street
Charlotte, North Carolina 28202
Lynn.Dummett@honeywell.com

If to the CRMC, to:

Jared S. Garelick, Esq.
General Counsel
Claims Resolution Management Corporation
3120 Fairview Park Drive, Suite 200
Falls Church, VA 22042-0683
jgarelick@claimsres.com

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If to the NARCO Asbestos Trust, to:

Mark M. Gleason
One Gateway Center, Suite 525
420 Fort Duquesne Boulevard
Pittsburgh, PA 15222-1402
mark@gleasonexperts.com

With a copy to:

Sander L. Esserman, Esq.
Stutzman, Bromberg, Esserman & Plifka, P.C.
2323 Bryan Street, Suite 2200
Dallas, TX 75201
Esserman@sbep-law.com

23. In the event any of the terms and conditions of this Agreement shall be held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected.

24. Subject to Section 21 and Honeywell's obligations under the Existing Confidentiality Agreement and the Buyout Agreement, this Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements and agreements among the Parties hereto, either oral or written, with respect to the subject matter hereof.

[Signatures Appear on Following Page]

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IN WITNESS WHEREOF, the Parties hereto do hereby execute this Agreement as of the Effective Date.

THE CLARO GROUP, LLC

By: Michelle Uddin
Michelle Uddin (May 30, 2023 11:53 CDT)

Title: Managing Director

Dated: May 30, 2023

CLAIMS RESOLUTION MANAGEMENT CORPORATION

By: John Hein

Title: General Counsel

Dated: May 30, 2023

**NORTH AMERICAN REFRACTORIES COMPANY
ASBESTOS PERSONAL INJURY SETTLEMENT TRUST**

By: [Signature]

Title: Trustee

Dated: May 31, 2023

HONEYWELL INTERNATIONAL INC.

DocuSigned by:
By: Lynn Dummett
7C4E03C01542487...

Title: Vice President & General Counsel - Litigation

Dated: May 31, 2023

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EXHIBIT A
INSURER CONFIDENTIALITY AGREEMENT

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INSURER CONFIDENTIALITY AGREEMENT

_____(Name of Insurer)_____ (the “*Receiving Party*”) represents that it is an insurer of Honeywell International Inc. (“*Honeywell*”). The Receiving Party further represents and acknowledges that it has (i) received a copy of that certain Confidentiality Agreement, dated November 13, 2014, by and among The North American Refractories Company Asbestos Personal Injury Trust (the “*NARCO Trust*”), Honeywell, and McDermott, Will & Emery (as it may be amended from time to time, the “*Honeywell Confidentiality Agreement*”), (ii) received a copy of that certain Amended and Restated Non-Disclosure Agreement, dated May __, 2023, by and among Claims Resolution Management Corporation, Claro Group, LLC (“*Claro*”), the NARCO Trust, and Honeywell (as it may be amended from time to time, the “*Claro Confidentiality Agreement*”), and (iii) carefully read and understands the provisions of the Honeywell Confidentiality Agreement and the Claro Confidentiality Agreement.

The Receiving Party hereby agrees as follows:

- (a) The Receiving Party shall hold in confidence any and all Confidential Information (as defined in Section 6 of the Claro Confidentiality Agreement) received by the Receiving Party, directly or indirectly, from the NARCO Trust, Honeywell, Claro or any other source and shall not disclose the Confidential Information to any Person (as defined in Section 7 of the Claro Confidentiality Agreement) who is not an employee of the Receiving Party whose duties include the performance of actions permitted in paragraph (b) below. The Receiving Party shall instruct its employees who receive the Confidential Information of the permitted use and nondisclosure obligations contained in this Insurer Confidentiality Agreement and instruct such employees to comply with the use and confidentiality requirements hereof.
- (b) The Receiving Party shall use the Confidential Information solely for purposes of NARCO Insurance Purposes (as defined in Section 4 of the Claro Confidentiality Agreement). Pursuant to Section 14 of the Claro Confidentiality Agreement, the Receiving Party may disclose Confidential Information to its auditors, regulators, or reinsurers as required by contractual

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obligations or applicable laws and regulations; provided however, that before any Confidential Information is disclosed by the Receiving Party to any auditor, regulator or reinsurer, the Receiving Party shall obtain from such auditor, regulator or reinsurer a fully executed confidentiality agreement acceptable to the NARCO Asbestos Trust (in its sole discretion) and shall deliver or have delivered a copy of such fully executed confidentiality agreement to the NARCO Asbestos Trust prior to any such disclosure. The Confidentiality Agreement for Reinsurers, Auditors and Regulators" attached hereto as Exhibit A-1 is acceptable to the NARCO Asbestos Trust for such disclosures.

- (c) The Trust is a third-party beneficiary of this Insurer Confidentiality Agreement with standing and authority to enforce the confidentiality provisions herein and seek any and all relief under applicable law, including, but not limited to, the right to seek and obtain injunctive relief. This Insurer Confidentiality Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to such jurisdiction's rules governing conflicts of law.

Date: _____

(Receiving Party Name)

By: _____
Its: _____

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EXHIBIT A-1
CONFIDENTIALITY AGREEMENT FOR
REINSURERS, AUDITORS, AND REGULATORS

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CONFIDENTIALITY AGREEMENT FOR REINSURERS, AUDITORS, AND REGULATORS

____ (Name of Reinsurer, Auditor or Regulator) ____ (the “*Receiving Party*”) represents that it is [a reinsurer] [auditor] [regulator] for ____ (Name of Insurer) ____ (the “*Honeywell Insurer*”) an insurer of Honeywell International Inc. (“*Honeywell*”). The Receiving Party further represents and acknowledges that it has (i) received a copy of that certain Confidentiality Agreement, dated November 13, 2014, by and among The North American Refractories Company Asbestos Personal Injury Settlement Trust (“*Trust*”), Honeywell International Inc. (“*Honeywell*”) and McDermott, Will & Emery (as it may be amended from time to time, the “*Honeywell Confidentiality Agreement*”), (ii) received a copy of that certain Amended and Restated Non-Disclosure Agreement, dated May __, 2023, by and among Claims Resolution Management Corporation, Claro Group, LLC (“*Claro*”), the NARCO Trust, and Honeywell (as it may be amended from time to time, the “*Claro Confidentiality Agreement*”), and (iii) carefully read and understands the provisions of the Honeywell Confidentiality Agreement and the Claro Confidentiality Agreement.

The Receiving Party hereby agrees as follows:

- (a) The Receiving Party shall hold in confidence any and all Confidential Information (as defined in Section 6 of the Claro Confidentiality Agreement) received by the Receiving Party, directly or indirectly, from the NARCO Trust, Honeywell, Claro, or the Honeywell Insurer and shall not disclose the Confidential Information to any Person (as defined in Section 7 of the Claro Confidentiality Agreement) who is not an employee of the Receiving Party whose duties include the performance of actions permitted in paragraph (b) below. The Receiving Party shall instruct its employees who receive the Confidential Information of the permitted use and nondisclosure obligations contained in this Confidentiality Agreement and instruct such employees to comply with the use and confidentiality requirements hereof.
- (b) The Receiving Party shall use the Confidential Information solely for purposes related to NARCO Insurance Purposes (as defined in Section 4 of

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the Claro Confidentiality Agreement) or as required by contractual obligations or applicable laws and regulations.

- (c) The Trust is a third-party beneficiary to this Confidentiality Agreement with standing and authority to enforce the confidentiality provisions herein and seek any and all relief under applicable law, including, but not limited to, the right to seek and obtain injunctive relief. This Confidentiality Agreement shall be governed by and construed under the laws of the state of Delaware, without regard to such jurisdiction's rules governing conflicts of law.

Date: _____

(Receiving Party Name)

By: _____
Its: _____