

APPENDIX B

[Respondent AGI or Respondent AGPI letterhead]

[Name and email address of Employee] VIA U.S. MAIL or EMAIL

Re: Your Past Noncompete Agreement with Ardagh

Dear [name of Employee]:

You are receiving this letter because you are an Employee affected by a consent Order that we have entered into with the Federal Trade Commission (“Commission”).

As you know, Ardagh Glass Inc., and Ardagh Glass Packaging, Inc. (collectively, “Ardagh Glass”), affiliates of Ardagh Group S.A., previously required certain categories of employees not to compete with Ardagh Glass for a period of time following their employment with Ardagh Glass. In the spring of 2022, we announced that we rescinded and would no longer enforce our Noncompete Agreement with you.

The Commission has been investigating the use of Noncompete Agreements by Ardagh Glass and other companies in the glass-manufacturing industry. As part of this investigation, Ardagh Glass has entered into a settlement agreement with the Commission. The Commission has alleged that Ardagh Glass’s use of Noncompete Agreements with you and other employees restricts job mobility, harms competition, and is unlawful. We have entered into a consent Order with the Commission under which we will not reinstate these Noncompete Agreements for 20 years. Consistent with our prior announcement, any Noncompete Agreement between you and Ardagh Glass is now null and void.

What is a Noncompete Agreement?

A Noncompete Agreement restricts an employee’s ability to seek or accept a job with another company, to operate their own business, or otherwise to compete with their former employer after they’ve left the company. These agreements sometimes (but not always) use words like “non-competition” or “non-compete.”

How the FTC Order affects you

The FTC Order requires us to:

1. Cancel all Noncompete Agreements with current or former Ardagh Glass employees in job positions identified in the Order;
2. Stop entering into Noncompete Agreements with employees in those positions, and
3. Release you from the Noncompete Agreement with us.

This means that once you stop working for Ardagh Glass:

- You may seek or accept a job with any company or person – even if they compete with Ardagh Glass.

- You may run your own business – even if it competes with Ardagh Glass.
- You may compete with Ardagh Glass at any time after you leave Ardagh Glass.

We can still enter or enforce agreements that prevent current or former employees from using or disclosing Ardagh Glass’s confidential business information and trade secrets – for example, if the employee goes to work for someone else.

Where to get more information

To learn more about this case, please read the attached FTC Order in *In re Ardagh Group S.A., Ardagh Glass Inc., and Ardagh Glass Packaging Inc.*, C-xxxx, or visit [URL that goes to the ftc.gov press release]. This letter summarizes the main points of the matter, but the only official source of information is the FTC Order. The FTC Order reflects an agreement between the FTC and Ardagh Glass that settles the FTC’s allegations. It does not constitute an admission by Ardagh Glass that it has violated the law or that any of the facts alleged by the FTC regarding Ardagh Glass’s conduct are true.

If you have concerns about whether Ardagh Glass or any Ardagh Glass employees are complying with their obligations under the Order – or how the Order applies to you or your colleagues – contact [_____] in Ardagh Glass’s legal department at [phone number], [email address], or the FTC by contacting Danielle Sims, (202) 326-3241, dsims1@ftc.gov, or Ben Lorigo, (202) 326-3717, slorigo@ftc.gov.

Sincerely,

[name and title]