

THIS DATA SHARING AGREEMENT is made and entered into on 23 October 2012

BETWEEN:

- (1) The Precious Metals and Rhenium Consortium of the **European Precious Metals Federation** (PMC c/o EPMF), an international non-profit association registered under Belgian law, with registered address Avenue de Broqueville 12, B-1150 Brussels, Belgium ("**PARTY 1**"); and
- (2) The Health Science Research Programme's Science Task Force of the **International Platinum Group Metals Association** (HSRG c/o IPA), a non-profit association registered under German law, with registered address Schiess-Staett-Strasse 30, D-80339 Munich, GERMANY ("**PARTY 2**")

Hereinafter referred to as, individually (the) "**Party**" and collectively (the) "**Parties**".

Whereas Regulation No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") requires entities that manufacture or import one or more tonnes per year of chemical substances into the EU to prepare and submit to the European Chemicals Agency ("ECHA") a technical dossier ("Registration Dossier");

Whereas Regulation No 1272/2008 on classification, labelling and packaging of substances and mixtures ("CLP") requires manufacturers, importers and downstream users to classify substances and mixtures placed on the market;

Whereas several legal entities, having operations involving Precious Metals and/or Rhenium and having a common interest in fulfilling the requirements under the REACH and CLP Regulations, have formed a Consortium (PARTY 1) in order to share human and financial resources involved in complying with the REACH and CLP Regulations;

Whereas the European Precious Metals Federation (EPMF) is committed to steer the response of PARTY 1 to the REACH and CLP Regulations;

Whereas Regulatory Agencies such as the US Environmental Protection Agency (EPA), and EU Scientific Committee for Occupational Exposure Levels (SCOEL) are introducing proposals related to exposure and emission levels in both workplace and general population contexts for several Platinum Group Metals and their compounds (hereinafter the "Proposals");

Whereas several legal entities, having operations involving Platinum Group Metals and their compounds, have formed the Health Science Research Group u(PARTY 2) in order to set up an industry level exchange platform to address scientific and technological challenges and gaps related to the above mentioned Proposals;

Whereas the International Platinum Group Metals Association (IPA) is committed to steer the response of the Platinum Group Metals miners, refiners, producers and traders to the above mentioned Proposals;

Whereas the information (including, but not limited to, data and studies) gathered, evaluated or generated by PARTY 1 may assist PARTY 2 in achieving its Purpose (as defined in Section 2);

Whereas the information (including, but not limited to, data and studies) gathered, evaluated or generated by PARTY 2 may assist PARTY 1 in achieving its Purpose (as defined in Section 2).

IT IS AGREED AS FOLLOWS:

1 Scope and Purpose

- 1.1 PARTY 1 will grant PARTY 2 access to and use of confidential information, data and/or studies on Platinum Group Metals substances it has (co-)ownership rights on to enable PARTY 2 to address scientific and technological challenges and gaps related to the Proposals made by the US EPA, EU SCOEL, and other similar regulatory initiatives (hereinafter the "Purpose of PARTY 2").
- 1.2 PARTY 2 will grant PARTY 1 access to and use of confidential information, data and/or studies on Platinum Group Metals substances it has (co-)ownership rights on to enable PARTY 1 to fulfil all REACH and CLP requirements applicable to Platinum Group Metals substances which are subject to REACH and CLP (hereinafter the "Purpose of PARTY 1").

2 License of Data and Studies

- 2.1 PARTY 1 and PARTY 2 shall grant each other a mutual and non-exclusive license to use the information, data and/or studies and any updates, improvements and amendments thereof that are required by the other Party for its respective Purpose (hereinafter the "Licensed Data and Studies").
Where PARTY 1 or PARTY 2 are not the exclusive owners of the information, data and/or studies and any updates, improvements and amendments they are granting a licence to use for, the respective Party shall seek to obtain approval from the other relevant co-owner(s) before sharing the information it co-owns with PARTY 1 or PARTY 2, respectively.
- 2.2 Nothing in this Agreement or the license granted herein gives any Party any right to use the Licensed Data and Studies for another purpose than the respective Purpose defined in Article 1.
- 2.3 A list of Licensed Data and Studies shall be set forth at Annex 1, and shall be regularly updated to reflect those Licensed Data and Studies necessary for each Party to achieve its respective Purpose.
- 2.4 Members of PARTY 1 and members of PARTY 2 shall be allowed to have an access to (some part of) Licensed Data and Studies only for, and in the limits of, their necessary needs for the respective Purpose of PARTY 1 or of PARTY 2.
PARTY 1 and PARTY2 are not authorised to sub-license as such the Licensed Data and Studies under this Agreement (a) to their members for any other purpose, and in no case (b) to third parties.
- 2.5 Each Party shall make the Licensed Data and Studies available to the other Party in electronic, and/or hard copy form/format, as the case may be.
- 2.6 Each Party acknowledges that any and all copyright and other intellectual property rights existing in or used in connection with the Licensed Data and Studies are and shall remain the property or legal possession of the owner or the licensor (as the case may be), and none of the Parties shall during or after expiry or termination of this Agreement in any way question or dispute the property rights or legal possession thereof by the owners or licensors.

3 Confidentiality

- 3.1 Save as necessary to use the Licensed Data or Studies with ECHA, the European Commission, any EU Member State Authority, US EPA or SCOEL (collectively the "Authorities") for the respective Purpose of each Party, the Parties shall not disclose and shall keep confidential any Licensed Data and Studies and any other confidential information (collectively the "Materials") obtained from the other Party pursuant to this Agreement. Prior to the submission of any Materials to Authorities, whenever permissible under applicable laws and regulations, such Materials shall be marked as "confidential trade secret information".
- 3.2 PARTY 1 and PARTY 2 shall take all reasonable measures to protect the secrecy of and prevent disclosure or unauthorised use of the Materials, to prevent the Materials from falling into the public domain, and to protect the Materials from falling into the possession of unauthorised third parties. Such measures include, but shall not be limited to, the highest degree of care that the Party uses to protect its own confidential information. In the event of unauthorised disclosure, loss or theft of any documents, items of work in progress, or any work products embodying Materials, the licensing Party shall be immediately notified and the receiving Party shall cooperate fully with the requests of the licencing Party in remedying the same.
- 3.3 Notwithstanding the above provisions, nothing in this Agreement shall prevent PARTY 1 and PARTY 2 from using the Materials in order to comply with relevant laws and regulations in whatever territory or jurisdiction where non-compliance will lead to violation of such laws or regulations and will subject PARTY 1 or PARTY 2 to a fine or other sanctions. PARTY 1 and PARTY 2 may also use the Materials in connection with any administrative, civil or criminal litigation and in such proceeding submit such Materials to government agencies or public bodies or bodies under public authority, judicial authorities or arbitral tribunal as may be required by applicable laws and regulations where the submission of the Materials is required or compelled by subpoena, law or regulations (provided that Party shall take reasonable steps to ensure that such Materials is subject to an appropriate protective order).
- 3.4 Any disclosure of Materials under Section 3.1 of this Agreement that has the potential to result in public disclosure of the Materials shall only be permissible after prior written notice to the licensing Party which shall be provided reasonable opportunity to challenge or oppose such disclosure before the relevant administration, governmental or judicial body.
- 3.5 The obligations of confidentiality shall remain in effect until PARTY 1 or PARTY 2 decides on any public disclosure of Materials in its legal possession and subject to any conditions PARTY 1 or PARTY 2 may impose or under the provisions of this Agreement.
- 3.6 Neither Party shall be subject to the obligations of this Section 3 with respect to Materials which:
- 3.6.1 are or become known publicly through no wrongful act of PARTY 1 or PARTY 2; or
 - 3.6.2 were already known to the PARTY 1 or PARTY 2 at the time of disclosure hereunder as shown by prior written records; or
 - 3.6.3 are learned by the PARTY 1 or PARTY 2 from a third party under no obligation to PARTY 1 or PARTY 2; or
 - 3.6.4 are independently developed by an employee, agent, or consultant of the PARTY 1 or PARTY 2 with no knowledge of disclosure hereunder; or
 - 3.6.5 are approved for release by written authorisation of PARTY 1 or PARTY 2 pursuant to the provisions of this Agreement.

4 Payment

- 4.1 Parties agree that the Licensed Data and Studies they exchange user rights for have the same value. Each Party shall hence license to the other Party the Licensed Data and Studies pursuant to Section 2.1 on a free basis.

5 Meeting of PARTY 1 and PARTY 2

- 5.1 PARTY 1 and PARTY 2 may meet informally to discuss the status, use and development of the Licensed Data and Studies. The meetings may take place in person, by telephone or video conference.
- 5.2 The Parties and the Parties' experts taking part in the meetings shall be subject to the principles and obligations of confidentiality set forth in Section 3 of this Agreement. The Parties shall ensure that all experts are subject to appropriate confidentiality agreements.
- 5.3 Where relevant, the Parties shall appoint a participant in the meetings to prepare minutes of the meetings which shall be distributed to all participants in the meetings.

6 Liability

- 6.1 PARTY 1 and PARTY 2 are required to exercise due care and diligence in observing the rights and obligations arising from this Agreement (in particular by due consideration of the respective Purpose of PARTY 1 and of PARTY 2).
- 6.2 Except as specified in Section 6.3, the liability of either Party to the other Party in relation to any reliance on the Licensed Data and Studies pursuant to this Agreement shall be limited solely to the delivering Party's gross negligence or wilful misconduct in the delivery on a 'as is' basis of the relevant Licensed Data and Studies.
No warranty, express or implied, is given by the delivering Party to the other Party as to accuracy, completeness, merchantability or fitness of the Licensed Data and Studies for any particular purpose that the receiving Party may have.
- 6.3 Neither Party shall be responsible to the other Party for indirect or consequential loss or damages, such as but not limited to the loss of profit, loss of revenue or loss of opportunity.
- 6.4 A Party shall be solely liable vis-à-vis third parties and shall indemnify the other Party against, and hold the other Party harmless from, all liabilities and claims (including reasonable attorneys fees and expenses in defending against such liabilities and claims) in connection with any loss, damage or injury to third parties resulting from such Party's own fault or negligence. In particular, neither Party shall be responsible for any use or misuse made by the receiving Party of the Licensed Data and Studies.
- 6.5 Notwithstanding the generality of Section 17.2, and to the maximum extent permitted by law, PARTY 1 and PARTY 2 each exclude any and all liability howsoever arising under this Agreement.

7 Injunctive Relief

The Parties acknowledge and agree that any breach of this Agreement would cause immediate and irreparable injury to the other Party. Should a Party violate any of the terms and conditions of this Agreement, the other Party shall be entitled subject to the limits provided for in Section 6 of this Agreement, in addition to any other remedies that may be available, in law, in equity or otherwise, to claim injunctive relief in any competent court against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

8 Enforcement of Licensors Rights

PARTY 1 or PARTY 2 shall have no right to enforce this Agreement against PARTY 1 or PARTY 2 Members and their Affiliates.

9 Warranty of Right to License

PARTY 1 and PARTY 2 warrant that they have the legal right to license or sub-license all Data and/or Studies contained within the Licensed Data and Studies.

10 Termination

10.1 This Agreement will remain in full effect at least until December 31, 2018. It may in any case be extended by mutual agreement in writing of the Parties. Following the termination of the Agreement both Parties can continue using the information, data and/or studies and any updates, improvements and amendments they were granted a Licence to Use for; any information, data and/or studies generated after the termination date will not be shared between the Parties unless this agreement is extended or a new agreement is prepared and approved by the relevant Parties.

10.2 This Agreement may be terminated upon mutual agreement between the Parties and recorded in writing by each of them.

10.3 This Agreement may also be terminated by PARTY 1 if PARTY 2 does not fulfil its obligations under this Agreement, and by the PARTY 2 if PARTY 1 does not fulfil its obligations under this Agreement, should the breaching Party not remedy the situation within 28 (twenty-eight) calendar days from a notice by the other Party.

10.4 Upon termination of this Agreement, each Party shall immediately discontinue the use of any Licensed Data and Studies. The receiving Party shall have the right to retain the copies of the Licensed Data and Studies if obtained pursuant to this Agreement. The use of such copies shall remain subject to Sections 2 and 3 of this Agreement.

11 Survival

Those provisions of this Agreement, which by their nature extend beyond the expiration or earlier termination of the Agreement will survive and remain in effect until all obligations are satisfied. In particular, the termination of this Agreement (in whatever manner) shall not affect the application of Sections 3, 6, 7, 8, 9 and 10 hereof, which shall remain in full force and effect and termination of this Agreement shall not prejudice any rights or remedies accruing to either Party at that time nor any obligations that remain to be performed at that time.

12 Waiver

Failure by a Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of this Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Party's rights to take subsequent action.

13 Severability

In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

14 Amendments

No amendments to or changes or modifications of this Agreement may be made except in writing signed by a duly authorised representative of each of the Parties.

15 Governing Law and Disputes

- 15.1 This Agreement is governed by, and all disputes arising under or in connection with this Agreement shall be resolved in accordance with, the laws of Belgium, excluding conflict of law rules.
- 15.2 Any and all disputes, controversies or claims which may arise between the Parties, in connection with the interpretation of any provision of this Agreement or its validity or enforceability, or the breach or termination of it, or the performance or non-performance of any obligations under the terms and conditions of this Agreement shall be settled by an amicable effort on the part of each of the Parties. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other Party in writing.
- 15.3 If an attempt to settle any dispute between the Parties has failed the Parties will submit the dispute, controversy or claim to non-binding mediation, before a single mediator, chosen jointly by the Parties. If the dispute, controversy or claim cannot be resolved by non-binding mediation, the dispute, controversy or claim shall be finally settled by one (1) arbitrator in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris.
- 15.4 The place of arbitration shall be Brussels, Belgium. The language of arbitration shall be English. The arbitral award shall be substantiated in writing. The arbitral tribunal shall allocate the costs of arbitration between or among the parties to the arbitration. The arbitral award shall be final and no point of law shall be appealed. Neither the arbitrator nor the ICC shall have any authority to award punitive, exemplary, consequential, special, incidental or indirect damages.
- 15.5 During the period of any arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement insofar as the circumstances will allow it but without prejudice to a final adjustment in accordance with the arbitral award.

16 Effective Date

This Agreement shall become effective on 23 October 2012.

17 Entire Agreement

- 17.1 This Agreement, together with its Annex contains the entire Agreement between the Parties and supersedes any prior oral or written agreements, understandings, commitments or representations between the Parties.
- 17.2 No Party shall be liable to any other party for loss or damage arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of this Agreement other than those expressly incorporated or referred to in this Agreement.

18 Counterparts

Each undersigned Party shall execute two (2) signature pages, retain one for its file and communicate the other to the other Party.

19 Notices

- 19.1 All notices, demands, payments, submissions and other communications required to be given under this Agreement must be given in writing and shall be deemed to have been duly given and delivered one (1) business day after sending, if sent by fax and two (2) business days after posting, if sent by registered post to the Parties at the following locations:

PARTY 1
Caroline Braibant
Secretariat & Trustee, PMC
Secretary-General, EPMF
Avenue de Broqueville 12
B-1150 Brussels
BELGIUM
+ 32 2 775 63 23
braibant@epmf.be
www.epmf.be

PARTY 2
Gabriele Randlshofer
Secretariat, HSRG
Managing Director, IPA
Schiess-Staett-Strasse 30
D-80339 Munich
GERMANY
+ 49 89 5199 6770
gabriele.randlshofer@ipa-news.com
www.ipa.org

- 19.2 Each Party hereto may give written notice of change of address and, after such notice has been received by the other Party, any notice or request shall thereafter be given to such Party at the changed address.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first above mentioned by the signatures of their respective duly authorized officers or agents.

FOR PARTY 1:

By:


(Signature) **EUROPEAN PRECIOUS METALS
FEDERATION**
Caroline Braibant AV. DE BROQUEVILLE 12
(Name) 1150 BRUSSELS
WWW.EPMF.BE

TITLE:

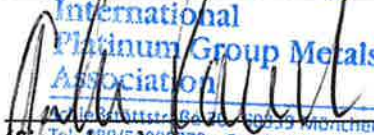
Secretary-General

DATE:

6 December 2012 (agreed electronically by 23 Oct 2012)

FOR PARTY 2:

By:


(Signature) **International
Platinum Group Metals
Association**
Wille St. 30, D-80339 Munich
Tel: 089/51996770 - Fax: 089/51996719
Gabriele Randlshofer
(Name)

TITLE:

MANAGING DIRECTOR

DATE:

23. October 2012

Annex 1. List of Licensed Data and Studies

No	Data and/or Study	Owner
1.	Solubility/bioaccessibility/ transformation/speciation of Pt based catalysts	IPA's HSRG('s Members)
2.	Bio-accessibility of PGM in particulate matter (in environmental samples) by bio-elution and similar tests	IPA's HSRG('s Members)
3.	Hybrid repeat dose / inhalation LLNA model	IPA's HSRG('s Members)
4.	High sensitivity <i>in vitro</i> & <i>ex vivo</i> system capable of detecting subtle biological effects	IPA's HSRG('s Members)
5.	Studies responding to data gaps on Iridium (which will not be filled from REACH programs)	IPA's HSRG('s Members)
6.	Retrospective epidemiology study on chloroplatinates (input data and deliverables)	IPA's HSRG('s Members)
7.	Prospective epidemiology study on chloroplatinates (input data and deliverables)	IPA's HSRG('s Members)
8.	Prospective epidemiology study on recovery of sensitized workers (input data and deliverables)	IPA's HSRG('s Members)
9.	IPA Workplace Guidance Document for the Health and Safety Protection of Workers Exposed to Complex Salts of Platinum and other Platinum Group Metals (PGM)	IPA's HSRG('s Members)
10.	REACH regulation Annex VII and CLP physico-chemical data for all relevant PGM in scope of the PMC inventory of substances and intermediates subject to registration under REACH, unless not applicable (e.g. Article 17 or 18 registration) or subject to a waiver (e.g. endpoint not relevant for inorganic substances, REACH regulation Annex III exemption, etc.) as generated by PMC for the purpose of registration under REACH, such as but not limited to: - Physico-chemical endpoints: - Melting/freezing and boiling points - Relative density - Vapour pressure - Water solubility and bio-accessibility as determined by transformation/dissolution and bio-elution tests - Flammability - Explosive properties - Self-ignition - Oxidising properties - Physical form, granulometry, dustiness, and respiratory tract deposition - pH - Eco-toxicity and environmental fate and behaviour - Short-term toxicity to invertebrates (<i>Daphnia</i>) - Growth inhibition on aquatic plants (algae) - Toxicity and toxicokinetics <i>In vitro</i> skin irritation <i>In vitro</i> eye irritation - Skin sensitisation <i>In vitro</i> gene mutation in bacteria - Acute toxicity, oral route	EPMF's PMC('s Members)
11.	REACH regulation Annex VIII data for all relevant PGM in scope of the PMC inventory of substances and intermediates in a tonnage band equal or superior to 10 t/a subject to registration under REACH, unless not applicable (e.g. Article 17 or 18 registration) or subject to a waiver (e.g. endpoint not relevant for inorganic substances) as generated by PMC for the purpose of registration under REACH, such as but not limited to: Eco-toxicity and environmental fate and behaviour	EPMF's PMC('s Members)

No	Data and/or Study	Owner
	○ Short-term toxicity on fish ○ Activated sludge respiration inhibition ● Toxicity and toxicokinetics ○ <i>In vivo</i> skin irritation ○ <i>In vivo</i> eye irritation ○ <i>In vitro</i> cytogenicity in mammalian cells ○ <i>In vitro</i> gene mutation study in mammalian cells ○ Acute toxicity, inhalation route ○ Acute toxicity, dermal route ○ Combined short-term repeated dose toxicity + Reproductive/developmental toxicity (screening)	
12.	REACH regulation Annex IX data for all relevant PGM in scope of the PMC inventory of substances and intermediates in a tonnage band equal or superior to 100 t/a subject to registration under REACH, unless not applicable (e.g. Article 17 or 18 registration) or subject to a waiver (e.g. endpoint not relevant for inorganic substances) as generated by PMC for the purpose of registration under REACH as approved by the European Chemicals Agency where applicable, such as but not limited to: ● Eco-toxicity and environmental fate and behaviour ○ Long-term toxicity to fish ○ Fish early-life stage (FELS) toxicity ○ Fish short-term toxicity test on embryo and sac-fry stages ○ Fish, juvenile growth ○ Effects on soil microorganisms ○ Short-term toxicity to terrestrial plants ○ Simulation testing on ultimate degradation in surface water ○ Soil and sediment simulation testing (for substances adsorbing to these) ○ Identification of degradation products ○ Bio-concentration in (one) aquatic species, preferably fish ○ Further studies on adsorption/desorption	EPMF's PMC('s Members)