



ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into on 05/12/2018.

By and Between

- (1) **The members of the Precious Metals and Rhenium Consortium**

(hereinafter referred to as "PMC");

And

- (2) **The European Precious Metals Federation**, an international non-profit association registered under Belgian law, with registered address Avenue de Broqueville 12, B-1150 Brussels, Belgium, acting on behalf of its members;

(hereinafter referred to as "EPMF");

Hereinafter individually referred to as "Party" and collectively referred to as "Parties".

Preamble

Whereas the members of PMC produce/import chemical substances and have formed a consortium to fulfil their obligations related to these substances under the REACH Regulation

Whereas PMC developed and compiled information and studies on the concerned substances and prepared joint registration dossier(s) (hereinafter the "REACH Data").

Whereas in the frame of its activities, PMC entered into contracts related to REACH Data with third parties, including but not limited to collaboration and cooperation agreements, data sharing agreements, agreements on Letter of Access, license to use Reach data agreements, etc. (hereinafter referred to as the "Contracts");

Whereas the PMC's General Assembly decided to dissolve the PMC by 2019 and to transfer its activities, to EPMF as of 1 January 2019 (the "Assignment Date");

Whereas, as a consequence of such transfer, all rights and obligations under the Contracts related to REACH Data held by the members of the PMC shall be transferred to the relevant Members of the EPMF¹;

Whereas the EPMF's General Assembly confirmed its agreement on such transfer;

¹ By « Members of EPMF », it is referred to former members of PMC having joined EPMF and certain other members of EPMF who have legal co-ownership on the concerned REACH Data and legal entitlement to enter in the agreements related thereto.



Whereas the PMC's General Assembly and the EPMF's General Assembly granted respectively to the PMC's Management Committee and the EPMF's Board of Directors the necessary powers to undertake the necessary steps and actions in relation to the transfer, including the signing of any assignment agreement;

Whereas the PMC's Management Committee and the EPMF's Board of Directors have agreed to sign the present assignment agreement.

THEREFORE, THE PARTIES HAVE AGREED UPON THE FOLLOWING:

1. Assignment

1.1 The Parties hereby agree that all the rights and obligations under the Contracts related to REACH Data held by the members of the PMC will be transferred to the relevant Members of EPMF as of the Assignment Date

1.2 Consequently, as of the Assignment Date,

- the relevant Members of EPMF shall become party to the Contracts in place of the members of PMC;
- the relevant Members of EPMF shall assume all of the interests, rights, duties and obligations remaining in the Contracts.

1.3 The Parties shall execute, acknowledge and deliver all such other and additional notices, release and other documents and will do all such other acts as may be necessary or advisable to fully assign the Contracts to the Members of EPMF.

2. Entry into force

This Agreement shall enter into force on the date of its signature by both Parties.

3. Severability

In the event that any of the terms, conditions or provisions of the present Agreement 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. The invalid provisions are to be replaced, backdated to the time of their becoming ineffective, by provisions which come closest to achieving their objective.

4. 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.



5. Entire Agreement

This Agreement comprises the entire Agreement between the Parties and supersedes any prior oral or written agreements, understandings, commitments or representations between the Parties.

6. Governing Law and Disputes

6.1 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.

6.2 Any and all disputes, controversies or claims which may arise between the Parties in connection with the interpretation of any provision of this Agreement, its validity or enforceability, or its breach or termination, or the performance or non-performance of any obligations of the Agreement's terms and conditions shall be settled by an amicable effort on the part 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 in writing.

6.3 If an attempt at settlement has failed, the Parties will submit the dispute, controversy or claim to the exclusive jurisdiction of the Courts of Brussels, Belgium.

7. Counterparts

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

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.



SIGNED by Guy Ethier , Chairperson of the PMC's Management Committee

for and on behalf of PMC

SIGNED by France Capon, Secretary General of EPMF

for and on behalf of EPMF