

LICENSE AGREEMENT (Letter of Access Agreement) CTAC REACH Authorization
February 4, 2015

This License Agreement (“Agreement”) is made between the Company as set out in Annex 1 (herein “Company”) and the members of the CTAC REACH Authorization Consortium (herein “CTAC” or “the CTAC members”) (each a “party” and collectively the “parties”).

WHEREAS, the Company or its Only Representative¹ must obtain REACH authorizations for the uses of chromium trioxide and may use consultants to assist in the preparation of documents;

WHEREAS, CTAC has developed authorization dossier parts for the uses of chromium trioxide, pursuant to the Consortium Agreement as amended;

WHEREAS, the Consortium Agreement in its Article 10 provides that CTAC may issue rights to use or to refer to the CTAC Dossier(s) prepared for submission to ECHA to third parties, by means of a Letter of Access, as defined in Article 12 (1) of the Consortium Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

Article 1 - DEFINITIONS

- (1) *Affiliate(s)*: Any person, and as far as the Company is concerned listed in Annex 1 hereto, which directly or indirectly through one or more intermediaries owns, controls, is controlled by, or is under common control with, another legal person. For the purpose of this definition, a legal person shall be deemed to ‘control’ another legal person if it has the direct or indirect power to direct or cause the direction of the general management and policies of another legal person whether through the ownership of securities or capital stock, voting stock, by contract or otherwise. A legal person shall presumptively be deemed to control another legal person if it owns, directly or indirectly through one or more intermediaries and whether legally or beneficially fifty per cent (50%) or more of the outstanding voting securities or capital stock or other comparable equity or ownership interest of such legal person.
- (2) *Authorization*: means authorization pursuant to Title VII of REACH Regulation (EC) 1907/2006 as may be amended from time to time.
- (3) *CTAC Dossier(s)*: Sets of Data jointly developed by CTAC, that may have common and individual parts per Substance related to the Uses concerned, and that may be adapted by the individual CTAC Members or third parties obtaining a Letter of Access for filing of their respective Authorization applications.
- (3) *Data*: means the relevant parts of the CTAC Dossier(s) that the Company has decided to obtain a license to as per its choice pursuant to Annex 1 hereto and as prepared by CTAC.
- (4) *Letter of Access*: A document granting the Company and its Affiliates the non-exclusive and non-transferable right to use the CTAC Dossier(s) for purposes of preparing, submitting and obtaining their Authorization of use of the Substance, against payment of a license fee. The Letter of Access shall remain valid also for the review of the Authorization but shall not

¹ In case the application for Authorization is filed by an Only Representative of a non-EU manufacturer, this Agreement must be concluded by the non-EU manufacturer. The Only Representative in this case is considered as an Affiliate under this Agreement for as long as his appointment remains valid.

entitle the holder to demand any update of the CTAC Dossier(s) for such review, unless a new license fee shall have been mutually agreed.

- (5) *Purpose:* The license and the right to sub-license hereunder granted are limited to the sole purpose to prepare for the authorization of the uses of the Substance in compliance with REACH requirements for the uses within the scope of the CTAC Consortium, as set out in Annex 1 hereto.
- (6) *Substance:* means chromium trioxide (EC 215-607-8).
- (7) *Third Parties Concerned:* means any third party other than the Company or its Affiliates which either assists the Company and/or its Affiliates in the activities regarding authorization of use of the Substance or will use its results in the future for fulfillment of the Purpose, such as but not limited to consultants of the Company and/or its Affiliates.

Any other definitions shall be those of the REACH Regulation (EC) 1907/2006 where applicable.

Article 2 - RIGHTS TO DATA

- (1) License - Subject to the terms and conditions set forth herein, CTAC grants the Company and its Affiliates a worldwide, non-exclusive, non-terminable and non-transferable (in accordance with the terms and conditions of this Agreement and subject to (2) and (3) below), license to use, inspect, possess, submit, disclose, summarize, reference and/or cite (collectively, the foregoing hereinafter referred to as “use”) the Data: (a) to prepare, maintain or support REACH Authorization of the uses of the Substance as chosen pursuant to Annex 1 hereto with or before ECHA and the European Commission; (b) with regulatory activities of ECHA, the European Commission or the competent authorities of EU Member States or other EEA countries in conjunction with Authorization of use of the Substance as chosen; (c) in connection with any proceedings before ECHA, any governmental entity, regulatory authority or court in the EU and other EEA countries; and (d) for internal use.
- (2) Rights for third parties - In addition, CTAC grants the Company and its Affiliates the right to sub-license as the case may be against or without compensation to any Third Party Concerned. Those Third Parties Concerned cannot be granted any rights that go beyond the rights that CTAC has granted hereunder pursuant to (1) above.
- (3) Limitation of Rights – No rights are granted other than those set forth under (1) and (2) above.

Article 3 – COMPENSATION - EXECUTION

- (1) The rights under Article 2 above are granted against compensation set out in Annex 1 hereto determined by CTAC. Compensation shall be wired to an account communicated by the CTAC Consortium manager. All payments due hereunder shall be net payments, i.e. free of any bank or transfer charges or similar charges and without deduction of any taxes, levies or other dues payable. If payer is required to withhold any tax or to make any other deduction from any such payments, then the said payments shall be increased to the extent necessary to ensure that, after making of the required deduction or withholding, payee receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which payee would have received and so retained had no such deduction or withholding been made or required to be made (gross-up amount). If upon application of the beneficiary any withholding tax can be reduced, or refunded, or an exemption from withholding tax is granted, payer shall file on behalf of payee for such reduction, refund or exemption. Payee shall render any assistance to payer to obtain such withholding tax reduction, refund or exemption. Payer shall be entitled to any refund of withholding taxes.

Indirect Taxes – including but not limited to value added tax ('VAT'), goods and service tax (GST), service tax, business tax – as applicable pursuant to the relevant tax law, shall be borne by payer. However, payer is entitled to withhold any payment of indirect taxes unless payee has provided payer with a sufficient invoice for purposes of indirect taxation.

- (2) The Data shall be made available to the Company within 5 (five) work days after payment pursuant to (1) above.

Article 4 - TERM AND TERMINATION

- (1) Term - The term of this Agreement shall begin on the date payment of the sums due pursuant to Article 3 (1) of this Agreement is received by the CTAC Consortium Manager. The term shall extend until December 31, 2030, unless terminated as provided herein or unless the Company or its Affiliates no longer retain a valid Authorization for the use of the Substance subject to this Agreement and chosen pursuant to Annex 1.
- (2) Transfer - Notwithstanding anything to the contrary contained herein, in the event that either CTAC or the Company terminate their activities and dissolve, the rights and obligations hereunder shall transfer jointly to the individual legal entities previously covered by them. By way of clarification, it is expressly understood that the fact that a member's membership in CTAC terminates, shall not, in and of itself, constitute or give rise to a breach of this Letter of Access or a termination of this Letter of Access or the rights granted hereunder.
- (3) Immediate Termination – CTAC is entitled to terminate the Agreement with immediate effect upon late or non-payment of the sums due under Article 6 (1) of the Agreement.
- (4) Articles 5, 6 and 7 survive the termination of this Agreement.

Article 5 – OWNERSHIP OF INFORMATION AND CONFIDENTIALITY

- (1) This Agreement does not grant any ownership rights or change existing ownership rights to any of the Data provided under this Agreement, in whatever form and whenever.
- (2) The Company or its Affiliates or Third Parties Concerned may not use the Data to obtain any intellectual property rights and neither this Agreement nor any disclosure of Data shall be deemed by implication or otherwise to vest the Company or their Affiliates or Third Parties Concerned any present or future rights in any patents, trade secrets or property rights in data belonging to CTAC or its members.
- (3) The Company and its Affiliates may disclose the Data only towards the ECHA and European Commission and only to the extent required to meet the Purpose, but for no other purpose.
Save for the above, the Company, its Affiliates, and any Third Parties concerned undertake to keep the Data secret and confidential and disclose them only
 - (a) to their officers or employees to the extent required to pursue the Purpose and only after these persons have agreed to be bound by the confidentiality terms set out herein, unless they are already subject to similar confidentiality terms under any agreement relating to their employment;
 - (b) to external advisors or consultants to the extent required to pursue the Purpose and only after these persons have agreed to be bound by the confidentiality terms set out herein or similar confidentiality terms under their service agreements;
 - (c) to the extent required by mandatory law, including Article 119 (1) REACH.

The Company and its Affiliates shall advise CTAC immediately in writing of any disclosure made by them or a third party of the Data, as well as of any request by competent authorities relating to the disclosure of the Data.

Disclosure of the Data as required for legal and/or regulatory purposes including REACH shall only take place in a form (for example short summaries where possible) reflecting the minimum information required to be disclosed.

Article 6 – DAMAGES

- (1) Any breaches of the Company's obligations under Articles 2 and 5 of this Agreement shall entitle CTAC to claim a one-time payment per breach equal to the amount of compensation pursuant to Article 3 of the Agreement plus any damages CTAC or its members may have due to the breach, both due and payable immediately within 5 calendar days upon presentation by CTAC of adequate documentation or affidavit of the breach.

Article 7 - MISCELLANEOUS

- (1) Waivers - No term or condition of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representative.
- (2) Notices - Any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served by registered mail, with the date of postage as applicable date to the addresses communicated by the parties pursuant to the conclusion of this Agreement.
- (3) Liabilities and Inspection - It is the individual responsibility of the Company to assess the Data that are made available and to comply with REACH. No warranty for acceptance of the CTAC Dossier(s) or Data it contains by ECHA and the European Commission is given. To this effect, the Company will have had the possibility, before entering into this Agreement, to inspect at its own cost the CTAC Dossier(s) at the offices of the Consortium Manager during business hours upon prior appointment. The Company and its Affiliates assume the full responsibility for their own use of the Data received from CTAC. CTAC gives no warranty for the accuracy, completeness or acceptance by the ECHA or European Commission of the Data. None of the parties, their members or their Affiliates shall be held liable for any direct, indirect or consequential loss or damage incurred by any party and/or its members in connection with the activities contemplated in this Agreement, unless caused by gross negligence or willful misconduct.
- (4) Governing Law - Arbitration - Disputes - This Agreement shall be interpreted, and the rights and liabilities of the parties hereto, whether arising in contract or tort and howsoever pertaining to the parties' relationship, shall be determined in accordance with the laws of Belgium. All controversies and claims shall be resolved by mandatory binding arbitration pursuant and subject to the current commercial dispute rules of the ICC by one sole arbitrator appointed by mutual consent of the parties. The duty to arbitrate shall extend to any officer, employee, agent, or subsidiary making or defending any claim between the parties. The arbitration shall be held in a location best suited for the resolution of the dispute in light of the convenience of the parties and their documents and witnesses, or failing agreement on such place, in Brussels, Belgium. The language of the arbitration shall be English. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall pay all of its associated costs, expenses and attorney's fees, and the parties shall share equally the cost of the arbitrator and any accountants or advisors which the parties agree to employ for the benefit of the arbitrator.

- (5) Interpretation - Section Headings - If any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The invalid provisions are to be replaced retroactively by provisions which come closest to achieving the objectives. The Section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.
- (6) Entire Agreement - This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.
- (7) Amendments - No amendment to this Agreement shall be binding upon either party unless set forth in writing or confirmation signed by both parties hereto.
- (8) Assignment - Neither this Agreement nor any interest herein may be assigned, pledged, or transferred without the prior written consent of the other party, which consent shall not unreasonably be withheld, conditioned or delayed.
- (9) Trade Sanctions - Each party shall comply with all relevant export, import, and sanctions laws, regulations, orders, and authorizations to include without limitation, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Such performance shall apply to the export, re-export and import of controlled technology, data, software, services, and/or hardware. Accordingly, parties shall not transfer Data without the appropriate government export authorization. Each party shall be individually responsible for its compliance with any applicable export or import laws and regulations. No party shall be required to indemnify another party with regard to export control compliance, and in particular with regard to the sharing, transmission, acceptance or receipt of export or import controlled technical data. CTAC reserves the right not to issue or to revoke with immediate effect the Letters of Access granted hereunder and to terminate this Agreement if it or its members could be considered to be in violation of such trade sanctions.
- (10) Compliance – The parties shall at all times comply with the applicable laws, including EU and national competition law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate in their respective names and by their respective representatives pursuant to due authorization.

For THE COMPANY

By: _____

Title: _____

Date: _____

Company stamp:

For the CTAC MEMBERS

By: _____

Title: Consortium Manager CTAC Consortium

Date: _____

Annex 1 – Details of Application

Identification		
Company:		
.....		
REACH-IT UUID Number:		
Company reference name or number (optional):		
VAT number:		
<i>If you do not fill in a VAT number, you will be charged 21%.</i>		
Address:		
.....		
Postal Code:	City:	Country:
<i>Please give full details of person authorized to make the application:</i>		
Mr ☐ Ms ☐ Dr ☐		
Last Name:		First Name:
Phone Number:		Fax Number:
E-mail address:		
<u>Affiliates:</u>		
.....		
.....		
.....		
(List all affiliates of the Licensee to be covered)		
<u>Only Representative:</u>		
.....		
.....		
(In case the Licensee is a non-EU Manufacturer, name and contact details of Only Representative plus his UUID number must be listed here)		

Invoicing Details

Is the **company to be invoiced** the same as the legal entity applying for the license?

- a. ☐ Yes
b. ☐ No

If no, please give full company details of legal entity to be invoiced:

Company:

VAT number:

If you do not fill in a VAT number, you will be charged 21%.

Address:

.....

Postal Code: City: Country:

Scope of the License

In each case the License covers the Chemical Safety Report, Analysis of Alternatives, and Socio-Economic Analysis elaborated by CTAC for common use, in word format. The Company is responsible for adapting and complementing these documents to its own needs. The Company is responsible to obtain its own copyrights for any literature referenced. Access to and copies to Data sources used and referenced in the CTAC Dossier(s) (such as R&D reports, exposure data etc.) are not within the scope.

LoA Price ²				
A. General Dossier Preparation (Consortium Management and General part of Dossier preparation)		☒	EUR	4.638,00
B. Use Specific Dossier Preparation (Price per Use, Licensee to tick the relevant box(es))				
(1)	Formulation of mixtures	☐	EUR	595,00
(2)	Functional Chrome Plating (recommended review period 12 years)	☐	EUR	615,00
(3)	Functional Plating with Decorative Character (recommended review period 7 years)	☐	EUR	749,00
(4)	Other Surface Treatment Aerospace (recommended review period 12 years)	☐	EUR	581,00
(5)	Other Surface Treatment Various Sectors (recommended review period 7 years)	☐	EUR	729,00
(8)	Passivation of Tin-Plated Steel (ETP) (bridging application 4 years)	☐	EUR	731,00
Subtotal:			EUR	,00
C. Price per Company Size³ (Licensee to tick the relevant box)				
Micro enterprise (One vote) – <i>multiply subtotal by 1</i>		☐	EUR	,
Small enterprise (Two votes) – <i>multiply subtotal by 2</i>		☐	EUR	,
Medium enterprise (Three votes) – <i>multiply subtotal by 3</i>		☐	EUR	,
Other enterprise (Four votes) – <i>multiply subtotal by 4</i>		☐	EUR	,
Total:			EUR	,
D. Premium on above Total (+30%)		☒	EUR	,
E. Handling Fee per LoA application		☒	EUR	1.500,00
Total LoA Price:			EUR	,

² All prices are excluding VAT

³ For determination of your Company Size, please see Article 11 (3) of Chromium Trioxide REACH Consortium Agreement (*hereafter in pdf*).

Uses:

(1) The formulation of chromium-based mixtures in liquid or solid forms using chromium trioxide combined with other chemical substances and/or compounds. The use definition is restricted to formulation for 'placing on the market for...' (e.g. a proprietary coating formulation). This use definition explicitly excludes the subsequent use of the mixtures, because these are considered as covered by Uses (2) – (8).

(2) An industrial use, meaning the electrochemical treatment of surfaces (typically metal) to deposit metallic chromium using a solution containing chromium trioxide (amongst other chemicals), to enhance wear resistance, tribological properties, anti-stick properties, corrosion resistance in combination with other important functional characteristics. Such secondary functional characteristics are chemical resistance, able to strip, unlimited in thickness, paramagnetic, deposit not toxic or allergic, micro-cracked brightness. Process characteristics are closed loop processing, high speed, flexibility in size, plating of inner surfaces, low process temperature, surface can be machined, assemblability.

Functional chrome plating may include use of chromium trioxide in pre-treatment and surface deposits unlimited in thickness but typically between 2µm and 5000 µm. Functional chrome coatings are widely used in many industry sectors.

(3) The electrochemical treatment of metal, plastic composite surfaces to deposit metallic chromium to achieve an improvement in the surface appearance, level of corrosion protection and to enhance durability. In functional plating with decorative character, chromium trioxide is used to deposit a coating of typically 0.1-2.0 µm, or where increased corrosion resistance is required, a 'micro cracked' chromium deposit at thicknesses of typically 0.5-2.0 µm, over a nickel undercoat. Functional plating with decorative character may include use of chromium trioxide in a series of pre-treatments and surface deposits. Functional plating with decorative character is used widely in automotive, plumbing, household appliances, bathroom, furniture and homeware applications. Functional plating with decorative character includes black chrome plating, provided there is no residual CrVI on the surface of the article at the detection limit⁴, which has been used, for example, in solar panel manufacture, where deposits are porous and <1 µm in thickness.

(4) Surface treatment for applications in the **aeronautics and aerospace industries**, unrelated to Functional chrome plating or Functional plating with decorative character

This Use includes processes that convert the surface of an active metal or coat metal surfaces by forming/incorporating a barrier film of complex chromium compounds that protects the metal from corrosion and provides a base for subsequent treatments such as painting or bonding. This includes integrated process systems where chromium trioxide is used in a series of pre/main/post-treatments. Pre-treatment includes processes such as chemical polishing, stripping, dexodizing, pickling and etching of metals. Main-treatment includes processes such as conversion coatings, passivation and anodizing, deposition and other surface treatments where a chromium trioxide-based solution is used. Post-treatment includes processes such as rinsing, staining and sealing for final surface protection.

(5) Surface treatment (**except ETP**) for applications in **various industry sectors namely architectural, automotive, metal manufacturing and finishing, and general engineering**, unrelated to Functional chrome plating or functional plating with decorative character. This Use includes processes that convert the surface of an active metal or coat metal surfaces by forming/incorporating a barrier film of complex chromium compounds that protects the metal from corrosion, provides a base for subsequent painting, provides a chemical polish, and/or colors the metal. This includes integrated process systems where chromium trioxide is used in a series of pre/main/post-treatments. Pre-treatment includes processes such as chemical polishing, stripping, dexodizing, pickling and etching of metals or other materials. Main-treatment includes processes such as conversion coatings, passivation and anodizing, deposition and other surface treatments where a chromium trioxide-based solution is used. Specifically, this includes continuous coil coating of steel and passivation (e.g. zinc plating, copper foils), but not passivation of tin-plated steel. Post-treatment includes processes such as rinsing, staining and sealing for final surface protection.

(8) – Passivation of tin-plated steel (ETP).

⁴ EN 15205 is to be used as the standard of detection of chromium VI. If an applicant wishes to use another standard, the applicant has to prove that it is equally sensitive.