

### Raw Materials Data - Order Form

The Customer hereby makes an order for a license to use Raw Materials Data on the terms and conditions set forth in this Order Form and in the General Conditions.

<b>SPECIFICATION OF ORDER</b>	
RMD Product(s):	
User(s):	
License Period:	
Conditions for renewal:	[If not terminated at least 2 months prior to expiry of the License Period or otherwise terminated in accordance with the General Conditions, the License Period will be automatically renewed for subsequent month periods at a time (“Additional License Period(s)”) unless terminated in writing at least 2 months prior to expiry of the Additional License Period.
License Fee:	The License Fee is: <span style="float: right;">with respect to</span> the License Period and <span style="float: right;">with respect</span> to each Additional License Period. RMG will issue an invoice for the License Fee: - when providing the Customer access to the RMD Products with respect to the License Period; and - on commencement of each Additional License Period with respect to such periods. The License Fee shall be paid within 20 days of receipt of invoice by Customer.
General Conditions:	The General Conditions attached to this Order Form forms an integral part of the agreement between RMG and the Customer. In case this Order Form and the General Conditions include terms which are contradictory, the Order Form shall have preferential right of interpretation.

<b>CONFIRMATION OF ORDER</b>	
<p>Customer:</p> <p>Address:</p> <p>Fax no:</p> <p>Phone:</p> <p>Email:</p> <p>By way of signature below, I hereby confirm the terms specified in this Order Form and accept the General Conditions attached hereto on behalf of _____ and confirm that I am authorized to do so.</p> <p>Location and Date</p>	
<p>_____</p> <p>Customer's signature</p>	<p>_____</p> <p>Name of authorized signatory in print</p>

## Raw Materials Data - General Conditions

### 1. Definitions

- 1.1. "Additional License Period" means the additional license period specified in the Order Form.
- 1.2. "Customer" means the entity specified in the Order Form as the Customer.
- 1.3. "General Conditions" means these general conditions.
- 1.4. "Key" means the login information and security methods or other information necessary for a User to access the RMD Products.
- 1.5. "License Fee" means the amount specified in the Order Form.
- 1.6. "License Period" means the initial license period specified in the Order Form.
- 1.7. "Order Form" means the order form signed by the Customer.
- 1.8. "RMD Database" means a database consisting of inter alia minerals and mining entities made available to Customer on the Website by use of the Key.
- 1.9. "RMG" means Raw Materials Group RMG AB.
- 1.10. "RMD Products" means: (i) the products listed in the Order Form consisting of access to different parts of the RMD Database and (ii) RMD Software.
- 1.11. "RMD Software" means software made available to Customer from time to time on the Website for the processing of information from the RMD Database.
- 1.12. "Term" means the License Period together with any Additional License Periods.
- 1.13. "User(s)" means unique individual(s) employed by Customer whom Customer appoints to gain access to the RMD Products by use of a Key.
- 1.14. "Website" means the website [www.rmg.se](http://www.rmg.se), or such other URL-address notified by RMG from time to time, from which the Customer may access RMD Products.

### 2. License

- 2.1. Customer makes a binding offer to use RMD Products on the terms set out herein and in the Order Form by providing RMG with a signed Order Form. Following receipt of Customer's Order Form, RMG will in its sole discretion decide whether or not to accept Customer's offer. Customer's offer will be deemed accepted by RMG when RMG provides the Customer with information of how to access the RMD Products.
- 2.2. Subject to these General Conditions, RMG grants the Customer a non-exclusive, non-sub-licensable and non-transferable license to: (i) extract information from the parts of the RMD Database which are included in the RMD Products and, subject to Section 2.5 below, re-utilize such information and (ii) download and use RMD Software solely for the purpose of processing information from the RMD Database in accordance with these General Conditions.
- 2.3. The license granted herein is limited to use by User(s), as defined herein. The Customer may not switch one individual appointed as a User against another individual during the Term without the prior written approval of RMG.
- 2.4. Customer shall not make any attempt to alter,

modify, improve, reverse engineer, disassemble or decompile the RMD Software to an extent that goes beyond what is permitted by law.

2.5. Customer may not use information from the RMD Database or use RMD Software for the purpose of: (i) offering products or services which corresponds to, or are similar to, RMD Products; (ii) make an own database consisting wholly or partially of information from the RMD Database; or (iii) supply information from the RMD Database to a third party for the purpose described in (i)-(ii) above. The restrictions in this Section 2.5 shall apply without time limitation.

### 3. RMG's obligations

- 3.1. RMG shall, upon commencement of the Term, facilitate for the Customer access to the RMD Products by use of a unique Key for each User. RMG has no responsibility for any defects or delays in connection with the start of the service.
- 3.2. RMG decides in its sole discretion the contents and features of RMD Products and how they are accessed and does not undertake to make available to Customer a specific type and/or amount of information in the RMD Database or a specific type of software.
- 3.3. RMG's obligations hereunder are subject to the Customer having met all its obligations.

### 4. Customer's obligations

- 4.1. Where the Customer uses RMD Products in relation to a third party, including the results thereof (such as in a consultancy report etc.), the Customer undertakes to clearly indicate RMG as the origin of the information by stating the following clearly visible in connection with the information: "Source of copyright/database-right protected material: Raw Materials Group Stockholm/[www.rmg.se](http://www.rmg.se)" or other similar text as instructed by RMG from time to time.
- 4.2. The Customer undertakes to ensure that the RMD Products are only made available to Users. Each Key shall be unique to each User and shall be kept secret by each User and the Customer. The Customer undertakes to ensure that all of its personnel comply with the terms herein.
- 4.3. Customer undertakes to indemnify RMG against all claims from a third party on account of: (i) Customer's use of the RMD Products; (ii) Customer's personnel's use of the RMD Products, irrespective of whether such personnel was employed by Customer when the act which caused the damage occurred; or (iii) any other damage suffered by RMG as a result of Customer's breach of these General Conditions

### 5. Price and Payment

- 5.1. The Customer shall pay RMG the License Fee as specified in the Order Form. The License Fee is non-refundable.
- 5.2. If not otherwise agreed, the License Fee is exclusive of any taxes and/or other fees. Such taxes and/or fees shall be paid by Customer in addition to the License Fee.
- 5.2. If the Customer is in delay with payment of License Fee(s), RMG is entitled to interest of 10 %.

5.3. If, during the Term, there are any changes in laws, decisions of authorities, decisions on new or changed taxes or public fees or if the practice of the courts in any respect affects the providing of the RMD Products, RMG is entitled to raise the License Fee in order to cover RMG's enhanced costs.

## **6. Support and Maintenance**

6.1. The Customer is aware of that the Website, from time to time, will be made inaccessible due to scheduled or unscheduled shut down for necessary service and maintenance.

6.2. RMG undertakes to notify the Customer within reasonable time before a scheduled shut down of the Website.

6.3. RMG will make reasonable efforts in order to minimise the time for unscheduled shut down(s) of the Website.

## **7. Intellectual Property Rights**

7.1. RMG and/or RMG's licensor(s) holds all rights, including all intellectual property rights, to the RMD Products, including but not limited to patents, copyrights, *sui generis* database-rights, design rights and trade marks. Nothing in this Agreement shall be interpreted as a transfer of such rights, or part thereof, to the Customer.

7.2. The Customer undertakes not to, by itself or by procuring others, attempt to: (i) register or otherwise try and qualify for or exploit intellectual property rights in its own name of howsoever nature concerning any rights in and to the RMD Products; or (ii) attempt to register or use a trademark, domain name or other trade name, which may be confused with Raw Materials Group, RMG or Raw Materials Data.

## **8. Limitation of Liability**

8.1. In view of the uncertainty inherent in the form of business activities in connection with which RMD Products are used, RMG shall never be responsible in relation to Customer or a third party for any actions taken based on the RMD Products. RMG shall only be responsible for any direct damage suffered by Customer or a third party as a result of the RMD Products or as a result of RMG failing to fulfil its obligations hereunder, if RMG has acted in gross negligence.

8.2. RMG shall in no event be liable to the Customer for loss of profit, revenue, savings or goodwill, loss due to service outages/interruptions or loss of data, the Customer's obligation to compensate a third party or any other indirect or consequential damage of any kind.

8.3. RMG's aggregate and total liability hereunder in respect of one or more events or series of events (whether connected or unconnected) shall be limited to an amount equal to fifty (50 %) per cent of the aggregate License Fee paid by Customer.

## **9. Term**

9.1. The license(s) granted in Section 2 are in force during the Term.

9.2. Each party has the right to, through written notice to the other party, terminate the license in advance with

immediate effect: (i) if the other party has committed a material breach of this Agreement, and has not rectified same within thirty (30) days after receipt of a written notice thereof; or (ii) if the other party is declared bankrupt, enters into liquidation, enters into reconstruction, suspends its payments or if it is otherwise likely that the party is insolvent. In the event of RMG's termination of the Agreement in accordance herewith, the Customer shall compensate RMG for all costs, damages or loss caused thereby.

9.2. Upon expiration of the Term, for howsoever reason, Customer shall immediately cease to (i) use the RMD products and to extract, re-utilize or (ii) otherwise use information from the RMD Database extracted by the Customer during the Term. Customer undertakes to permanently destroy all information from the RMD Database and RMD Software. Customer shall upon request provide RMG with satisfactory proof thereof.

## **10. Notifications**

10.1. Termination or other notifications shall be made by messenger, registered letter or fax to: (i) if sent to Customer, Customer's contact details as indicated in the Order Form or as notified later by written notification to RMG in accordance with this Section; or (ii) if sent to RMG, as specified from time to time on the Website.

10.2. A notification shall be deemed to have reached the recipient: (i) if delivered by messenger: by the deliverance; (ii) if sent with registered mail: two (2) days after delivery for conveyance by post; or (iii) if sent by fax; upon receipt that the fax has reached the fax of the recipient.

## **11. Miscellaneous**

11.1. Upon notice from RMG Customer shall, without cost, provide RMG or anyone appointed by RMG physical access to Customer's premises and any information and assistance that RMG or its appointee may require for the purpose of auditing Customer's compliance with this Agreement.

11.2. The Order Form and General Conditions form the parties' entire understanding of all issues in relation hereto. All written or oral representations or warranties are replaced by the Order Form and General Conditions.

11.3. Any amendment or modification must, in order to be binding, be in writing and signed by both parties.

11.4. The Customer may not assign the license granted herein to a third party without RMG's prior written consent. RMG is entitled to assign the license and all rights and obligations herein to a third party without restrictions.

11.5. This Agreement shall be governed by and construed in accordance with Swedish law with exclusion of its conflict of law rules.

11.6. Any dispute, controversy or claim arising from this Agreement shall be settled by the Swedish Court where RMG has its legal domicile.