

## OPEN MINERAL PLATFORM USER AGREEMENT

### 1. GENERAL

1.1 All capitalised terms used in this Clause 1 bear the meanings given in Clause 2 below.

1.2 This User Agreement (the "**Agreement**") governs:

- (i) the access of a User to, and use of, the Platform;
- (ii) the relationship between Open Mineral and each User in connection with the Platform; and
- (iii) together with any Contract to be concluded between Users in accordance with the provisions hereof, the contractual relationship between Users in using the Platform.

1.3 This Agreement is located at <https://openmineral.com> (the "**Website**").

1.4 By accepting this Agreement, each User acknowledges that it has read, understood and agrees to be bound by the Agreement. A User accepts this Agreement by checking the electronic tick box where indicated.

1.5 Open Mineral reserves the right to change this Agreement at any time, in its sole discretion. Any such changes will take effect when posted on the Website.

1.6 **IT IS THE RESPONSIBILITY OF EACH USER TO READ THE AGREEMENT CAREFULLY ON EACH OCCASION THE PLATFORM IS USED. THE USE OF THE PLATFORM BY A USER SHALL SIGNIFY ITS ACCEPTANCE TO BE BOUND BY THE THEN CURRENT TERMS OF THE AGREEMENT, AS THE SAME MAY BE UPDATED FROM TIME TO TIME.**

1.7 Open Mineral owns the Platform and in operating the Platform is offering Users (in accordance with this Agreement) a global digital marketplace for the trading of Raw Materials. Each User desires to have access to the Platform so as to be able to make use of these solutions in accordance with the provisions of this Agreement. Each User acknowledges that the Platform is strictly a B2B (business-to-business) market place and that it is only intended for use of, and shall only be used by, professional users.

1.8 Once a User has submitted its registration request and Open Mineral has confirmed such registration with a welcome message, the User becomes registered and is able to access the Platform. Each User represents and warrants that all information provided by it in connection with its registration is complete and accurate, and that it will update such information as soon as practicable if such information changes. Each User irrevocably consents to Open Mineral publicising that User's registration on the Platform and to Open Mineral's use of any logo or other identifying image (including any image which is subject to trademark protection) identifying the User as a registered User on the Platform.

1.9 Open Mineral reserves the right to refuse any registration request at its sole discretion, and to cancel or suspend any registration of a User at any time at its sole discretion, without prior notice and without assigning any reason (including, without limitation, for non-payment of any fees due from that User hereunder).

### 2. DEFINITIONS

2.1 In this Agreement (including the Recitals), unless the context otherwise requires:

"**Agreement**" means this User Agreement;

"**Authorised Administrator**" means an authorised employee nominated by any User who may access and use the Platform pursuant to the terms and conditions of this Agreement, for the sole purposes of (i) the addition of "Authorised Operators" and "Authorised Representatives" to the User's Platform Account; (ii) the uploading of documents to the website pursuant to sections 7 and 17 of this Agreement; and (iii) general administration of the User's account and communication with Open Mineral;

"**Authorised Operator**" means an authorised employee nominated by any User via its Authorised Administrator, who

may access and use the Platform but may not bind the User to the sale / purchase of Raw Material, as the employee of the User authorised by the User to do so under the terms and conditions of this Agreement;

"**Authorised Personnel**" means any one of "Authorised Administrator", "Authorised Operator" and/or "Authorised Representative";

"**Authorised Representative**" means an authorised employee nominated by any User via its Authorised Administrator, and in respect of whom a Power of Attorney has been uploaded by the Authorised Administrator to the website in a form acceptable to Open Mineral who may access and use the Platform and bind the User to the sale / purchase of Raw Material, as the employee of the User authorised by the User to do so under the terms and conditions of this Agreement;

"**Bid**" shall mean an offer to buy or sell Raw Materials in response to a Tender;

"**Business Confirmation**" means a written statement issued by the Platform confirming the terms of a Contract agreed between two Users;

"**Business Days**" means a day on which banks are generally open for commercial business in New York, Zurich and Singapore;

"**Buyer**" means a User which enters into a Contract for the purchase of Raw Materials;

"**Confidential Information**" means any confidential information (however recorded or preserved) including but not limited to the operations, processes, product information, know-how or software relating to the Platform;

"**Contract**" means any concluded contract between a User and another User in relation to Raw Materials and arranged via the Platform, whether using the proforma contract available to Users or any other form of contract;

"**Data**" means information which:

- (a) is being processed by means of equipment operating automatically in response to instructions given for that purpose,
- (b) is recorded with the intention that it should be processed by means of such equipment,
- (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system,
- (d) does not fall within paragraph (a), (b) or (c) but forms part of an accessible record as defined by section 68 of the Data Protection Act 1998, or
- (e) is recorded information held by a public authority and does not fall within any of paragraphs (a) to (d).

"**Data Protection Legislation**" means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Swiss Federal Act on Data Protection (235.1) and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or

extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; "KYC" means all relevant Know Your Customer documentation required to obtain satisfactory evidence of the identity and address of each User as is required by law in order for it (and/or for Open Mineral in running the Platform) to comply with applicable anti-money laundering laws, sanctions checks and KYC requirements;

"Personal Information" means any data provided by either Open Mineral or a User, which relates to a living individual who can be identified from the data, or from data and other information, in the possession of, or which is likely to come into the possession of, either Open Mineral or a User;

"Platform" means the trading platform owned and operated by Open Mineral in accordance with this Agreement;

"Platform Account" means an account created with Open Mineral to access and use the Platform;

"Power of Attorney" means a document signed by a director or officer of the User in a form acceptable to Open Mineral confirming the authority of a proposed Authorised Representative to act on behalf of that User;

"Raw Materials" means any material which is traded on the Platform;

"Seller" means a user which enters into a Contract for the Sale of Raw Materials;

"Tender" means an offer submitted onto the Platform by a User that is to sell or buy Raw Materials through the Platform which shall set out a description of the Raw Materials to be sold or bought all in accordance with clause 7.

"User" means a User registered in accordance with Clause 3 of this Agreement accessing the Platform via its Authorised Personnel in accordance with this Agreement

"Website" means <https://openmineral.com/>

### 3. ACCOUNT REGISTRATION

3.1 In order to access and use the Platform, a User must firstly create an account with Open Mineral (the "Platform Account") via its nominated Authorised Administrator.

3.2 When the Authorised Administrator creates a Platform Account on behalf of the User, and each time the Authorised Administrator adds an Authorised Representative or an Authorised Operator to the User's Platform Account, the Authorised Administrator must:

- (i) create a username that is not used by or on behalf of the User for any other website or online service;
- (ii) create a password (consisting of at least six characters that are a combination of letters (both uppercase and lowercase) and numbers or special characters) that is not used by or on behalf of the User for any other website or online service;
- (iii) provide accurate and truthful information as is required of it on opening of the Platform Account;
- (iv) maintain and promptly update its Platform Account information;
- (v) maintain the security of its Platform Account;
- (vi) promptly notify Open Mineral if it discovers or otherwise suspects any suspicious or unauthorised activity or any security breaches related to its Platform Account; and
- (vii) take responsibility for all activities that occur under its Platform Account and accept all risks of any authorised or unauthorised access to its Platform Account.

Each User is entitled to add any number of Authorised Personnel to its Platform Account.

Open Mineral may require any User to change any username and/or password at any time upon written notice.

3.3 Open Mineral may at any time make changes to the Platform as it thinks fit in its absolute discretion. Each User accepts any period of unavailability of the Platform whilst any such updates are carried out to the Platform by or on behalf of Open Mineral.

3.4 Notwithstanding that Open Mineral may monitor the content of the Platform, each User acknowledges and agrees that Open Mineral is under no obligation to do so.

### 4. USE OF THE PLATFORM: COMPLIANCE WITH LAW AND REGULATION

4.1 Each User agrees not to use the Platform in any manner or for any purpose that could:

- (i) interfere with, disrupt, negatively affect or inhibit other Users from using the Platform;
- (ii) damage, disable, overburden or impair the functioning of the Platform;
- (iii) damage or adversely affect the reputation of Open Mineral and/or the Platform;
- (iv) infringe any applicable law or regulation, including without limitation relating to competition, anti-trust, sanctions, export control, trade embargo, boycott, anti-terrorism, foreign trade control, non-proliferation, anti-money laundering, anti-bribery, defamation or obscenity.

4.2 It shall be each User's responsibility to comply with any legal requirements regarding the use of the Platform of the respective countries, or the country, from which the User accesses the Platform. Each User undertakes not to engage in any activity that may be harmful to and/or negatively affect the operation of the Platform, including but not limited to its servers, software, content, infrastructure, code, availability, system security or other Users of the Platform. Specifically, without limitation, the following activities are prohibited: interference with the Platform's encryption systems, data transmissions and security systems or bypassing thereof; distributing, copying or republishing any part of the Platform in any other channel or medium, whether manually or in an automated fashion (scraping); uploading any false information; uploading of viruses, worms or similar software; use of any automated system to access the Platform if such system produces more traffic or server requests than manual conventional use; impersonation or misrepresentation of the User's identity and its affiliations; collection of personal information of other Users such as usernames or IP addresses.

4.3 Where Raw Materials are put for tender on the Platform no User shall contact or attempt to contact by any means of communication any other User who has responded to the Tender in respect of those Raw Materials, or in respect of raw materials with the same or similar specification, directly or indirectly, other than via the Platform until the later of (i) the delivery date of the final shipment of those Raw Materials; or (ii) 45 days after the Raw Materials are initially put for tender on the Platform. If any User is found to be in breach of this Clause 4.3, it shall be liable to Open Mineral for any damages incurred on a full indemnity basis.

4.4 If Open Mineral believes, in its sole discretion, that a violation of this Agreement may, or is likely to occur, or has occurred, Open Mineral reserves the right to immediately investigate such suspected violation(s).

4.5 Each User shall promptly and fully indemnify Open Mineral for any claim, damage, loss, liability or cost (including legal cost) arising from a breach of the Agreement by that User, in accordance with clause 14 of this Agreement.

### 5. ACCESS TO AND USE OF THE PLATFORM:

5.1 Open Mineral, in consideration of the payment of fees by a User to it as set out in clause 6 below, and for the further consideration set out herein, agrees to provide each User with access to, and use of, the Platform, in accordance with this Agreement. Open Mineral hereby grants each User a non-exclusive, non-transferable revocable licence (with no right to sub-license) to access and use the Platform, throughout the continuation of this Agreement with that User, and subject to the provisions hereof. The Platform is to enable Users to sell or buy Raw Materials through the Platform as set out in this Agreement.

- 5.2 Each User is responsible for its own use of the Platform and uses it at its own risk, except where specifically stated in this Agreement.
- 5.3 A User may access and use the Platform through any Authorised Personnel. All such Authorised Personnel (as may be updated from time to time) shall be notified to Open Mineral in writing ahead of their first use of the Platform including as to whether they are an Authorised Representative or Authorised Operator. The User is wholly and solely responsible for use of the Platform by any of its Authorised Personnel.
- 6. PAYMENT OF FEES**
- 6.1 A User that executes a Contract shall pay to Open Mineral a success fee for that Contract agreed via the Platform in accordance with the terms of this clause 6.
- 6.2 The fee payable by a User to Open Mineral in relation to a Contract shall be as set out in the separate Schedule of Fees provided to the User upon initial registration and updated from time to time.
- 6.3 The continued use by the User of its Platform Account indicates the consent of the User to pay fees in accordance with the Schedule of Fees from time to time in place.
- 6.4 On or before the last day of a scheduled shipment, Open Mineral will issue an invoice (the "Provisional Invoice") to the parties to the Contract in accordance with this Clause 6 and the Schedule of Fees at the time in place. The invoice shall be based on the provisional invoice to be issued by the Seller to the Buyer.
- 6.5 The Provisional Invoice shall be issued to the User by Open Mineral based on either (i) the Seller's provisional invoice uploaded to the Platform; or, if no invoice has been uploaded (ii) typical assays, terms of the Contract and current market prices.
- 6.6 The Provisional Invoice shall be paid in full, without set off or deduction, by the Users within 3 Business Days of receipt.
- 6.7 When the Seller uploads to the Platform its final invoice to the Buyer when the final price of the Raw Materials is known, Open Mineral will issue its final invoice (the "Final Invoice").
- 6.8 The Final Invoice shall be issued to the User by Open Mineral based on either (i) the Seller's final invoice uploaded to the Platform; or, if no invoice has been uploaded (ii) typical assays, terms of the Contract and current market prices, taking into account the Provisional Invoice amount.
- 6.9 The Final Invoice shall be paid in full, without set off or deduction, by the Users within 3 Business Days of receipt.
- 7. CONTRACT FORMATION**
- 7.1 Each User may agree with another User the sale and/or purchase of Raw Materials through the Platform. Users may elect to contract with one another on the basis of the proforma contracts available to Users of the Platform, or may alternatively contract using their own agreement. Open Mineral has no liability or obligation to any User for any rights and/or obligations arising between Users under any Contract.
- 7.2 A User that wishes to buy and/or sell Raw Materials through the Platform may submit a Tender onto the Platform which shall set out a description of the Raw Materials the subject thereof.
- 7.3 A User that wishes to respond to a Tender may do so by (i) entering a Bid via the Platform; (ii) making a counter-offer on the Platform and/or (iii) responding to the User submitting the Tender on the Platform secure messaging system. Users are free to negotiate details of the Tender via the Platform.
- 7.4 When Users have agreed the terms of the Contract, the User submitting the initial Tender shall upload the details of the transaction to the Platform whereupon a Business Confirmation will be issued to the Users. When the Users have both signed the Business Confirmation electronically via the Platform mechanism the Contract will be deemed to have become legally binding on the terms set out in the Business Confirmation and the Users will be jointly liable to Open Mineral in accordance with the terms set out at Clause 6 of this Agreement. Until the Business Confirmation has been signed by both Users, no binding agreement is in place.
- 7.5 Following signature of the Business Confirmation, the Users shall negotiate and agree all other terms of the Contract which, when finalised, shall be promptly uploaded to the Platform by the Users' Authorised Administrators. The Contract shall be in any event uploaded to the Platform not more than 30 days after signature of the Business Confirmation. Users agree and commit that documents shall be promptly uploaded onto the Platform as they are issued, including but not limited to provisional and final invoices, payment confirmations, assays, shipping documents and insurance documents. Users shall submit documents on a per-shipment basis where a Contract provides for more than one shipment of Raw Materials.
- 7.6 Each User shall be entitled to accept and/or reject a Tender outright and/or to enter into negotiations with another User in relation to a Tender before accepting the same in accordance with Clause 7.4 above.
- 7.7 A Tender may be cancelled or modified until the acceptance of a Bid on the terms set out in the Tender by either User.
- 7.8 A Bid may be withdrawn at any time prior to acceptance by another User.
- 7.9 If, following formation of the Contract, there is a breach of contract by the Buyer which is sufficient to permit the Seller to cancel the Contract, the Seller may re-open the Tender for negotiation with other Users.
- 8. TERM**
- 8.1 This Agreement shall, as regards a User, commence on the date that a User accepts this Agreement and shall continue indefinitely as between Open Mineral and that User unless otherwise suspended or terminated by Open Mineral or a User in accordance with clause 9 of this Agreement.
- 9. SUSPENSION OR TERMINATION**
- 9.1 Open Mineral may for any reason immediately, in its sole discretion and without prior notice, suspend or terminate the access to, and use of, the Platform by a User. Open Mineral may do so without assigning any reason therefor.
- 9.2 In the event of such suspension by Open Mineral, any reaccess by the User to the Platform shall be determined by Open Mineral in its sole discretion.
- 9.3 In the case of termination by Open Mineral, the User shall no longer be entitled (or able) to access or use the Platform, with immediate effect.
- 9.4 A User shall be entitled to terminate this Agreement with Open Mineral upon 30 days' notice in writing to Open Mineral.
- 9.5 Termination of this Agreement by Open Mineral under clause 9.1, or by a User under clause 9.4, shall have the effect of terminating this Agreement as between that User, Open Mineral and all other Users, but without prejudice to any and all rights and obligations that may have accrued up until the point of termination as between that User, Open Mineral and any other User, including without limitation as to the continuation of any Contract concluded by the User with any other User in accordance with its terms and the payment of any sums due by the User to Open Mineral.
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 Open Mineral's Intellectual Property Rights, whether on the Website, the Platform or in this Agreement, remain the sole and exclusive property of Open Mineral. Other than as expressly set out in this Agreement, no material from the Platform may be reproduced, or used in any way, and the parties acknowledge that to do so would be a breach of Open Mineral's Intellectual Property Rights.
- 10.2 Each User shall acquire no rights of any kind in or to Open Mineral's Intellectual Property Rights and shall not make any use of the same for any reason except as expressly authorised in this Agreement or otherwise in writing by Open Mineral.
- 10.3 Each User's Intellectual Property Rights remains the sole and exclusive property of such User, but each User hereby grants to Open Mineral a licence in respect of that User's Intellectual Property Rights to be used by Open Mineral for the purposes of giving effect to this Agreement, for usage in connection with the

- Platform and/or for using, reproducing, publishing or creating other works from the same in the ordinary course of its business.
- 10.4 Open Mineral reserves all rights (including copyrights, patents, trademarks and any other intellectual property rights) with regards to all information (including designs, texts, graphics and code) disclosed on or through the Platform. Each User acknowledges that it is prohibited to copy, publish in any way, distribute, multiply, modify or download any information on the Platform without the prior written consent of Open Mineral or the proprietor of the respective Intellectual Property Rights. Any Open Mineral trademark is the exclusive property of Open Mineral. The User acknowledges Open Mineral's exclusive worldwide rights to any Open Mineral trademark and any Open Mineral logo.
- 10.5 Open Mineral may make use of any information uploaded to the Platform or provided to Open Mineral by any User, including the identity and location of any User and publish and/or make the same available to third parties. Such information may be so used by Open Mineral in the normal course of its business which shall include any analytics / calculations or other processing of chemical or mathematical data by Open Mineral the results of which Open Mineral may publicise on its Platform.
- 10.6 Open Mineral may make use of any information posted on the Platform by any User to assign a rating to each User at its sole discretion. The issue of a rating by Open Mineral shall be a statement of opinion issued in good faith and shall not be relied upon by any User. The issue of any rating by Open Mineral shall not be a statement of fact or a recommendation. Each User must accordingly make its own study and evaluation of each other User prior to entering into a Contract.
11. **DATA PROTECTION**
- 11.1 Open Mineral and each User shall comply with any notification requirements under the Data Protection Legislation and both Open Mineral and each User will duly observe their obligations under the Data Protection Legislation, which arise in connection with this Agreement.
- 11.2 Each User consents to Open Mineral holding, owning and processing Data relating to it for legal, personnel, administrative and management purposes in relation to its operation of the Platform.
- 11.3 Open Mineral has implemented various technical and organisation measures designed to reasonably protect the User's personal information and reasonably prevent unauthorised use of the Platform. However, Open Mineral cannot guarantee that these measures will not be circumvented by unauthorised third parties. The User provides his personal information at its own risk.
12. **REPRESENTATIONS AND WARRANTIES**
- 12.1 Each User hereby represents and warrants to Open Mineral that:
- (i) it has the right, power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement by it has been duly authorised by all necessary corporate or other action required by it;
  - (ii) it is a limited company validly existing under the laws of its jurisdiction of incorporation;
  - (iii) it currently operates and, at all times while this Agreement is in effect, will operate, its business in compliance with the applicable law of the jurisdiction in which it operates;
  - (iv) it shall only use the Platform as permitted by this Agreement; and
  - (v) it shall not act in contravention of any clause of this Agreement.
13. **LIABILITY AND DISCLAIMER**
- 13.1 Each User acknowledges and accepts that neither Open Mineral nor any officer, affiliate, director, shareholder, agent or employee thereof shall be liable to that User for any damages, costs, expenses, or losses of any kind (including but not limited to direct, indirect, incidental, punitive and/or consequential damages, costs, expenses or losses) and whether arising directly or indirectly in relation to:
- (a) the use of the Platform by a User, including but not limited to arising as a result of any failure in performance of the Platform and/or unauthorised use a User's Platform Account;
  - (b) the suspension and/or termination of a User's use of the Platform pursuant to this Agreement;
  - (c) the quality or quantity of any Raw Materials contracted through the Platform;
  - (d) the performance of any Contract concluded via the Platform.
- Nothing in this Agreement shall limit or exclude the liability of Open Mineral or each User for any event which cannot be excluded under applicable law. Each User expressly agrees that its use of the Platform is at its sole risk.
- 13.2 Without limiting Clause 13.1 above, Open Mineral makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information contained on the Platform or the operation of the Platform.
- 13.3 Without limiting Clause 13.1 above, Open Mineral is not liable for any direct, indirect, incidental, intangible or consequential damages, costs, expenses or losses, resulting in any way from any defects, viruses, internal or external malware or other issues with the infrastructure involved in the access or use of the Platform. Open Mineral is neither liable for any interception, modification or misuse of information exchanged between the User and Open Mineral nor for the abuse of the Platform, loss of data, use of software made available on the Platform nor for any third party claims related to the use of the Platform.
- 13.4 Open Mineral undertakes reasonable efforts to provide complete, accurate and current information from trustworthy sources. In no case however shall Open Mineral warrant, or be deemed to have warranted, whether explicitly or implicitly, that the information provided on the Platform is complete, accurate or up to date. Any decisions of the User based on the information provided by the Platform or by Open Mineral are taken at the User's own risk.
14. **INDEMNITY**
- 14.1 Each User shall indemnify Open Mineral against all liabilities, damages, costs, expenses and losses (including but not limited to any direct, indirect, incidental, punitive and/or consequential damages, costs, expenses or losses (calculated on a full indemnity basis)) suffered or incurred by Open Mineral arising out of or in connection with:
- (i) any breach by that User of the representations and warranties contained in clause 12;
  - (ii) any breach by that User of any other term of this Agreement; or
  - (iii) the preservation of Open Mineral's rights under this Agreement, and/or enforcement of this Agreement.
15. **CONFIDENTIALITY**
- 15.1 Each User undertakes that it shall not disclose to any person any Confidential Information (however recorded or preserved) including but not limited to the operations, processes, product information, know-how or software relating to the Platform except as permitted by clause 15.2.
- 15.2 Each User may disclose Confidential Information:
- (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with the Agreement. Each User shall ensure that its employees, officers, representatives or advisers to whom it discloses Confidential Information comply with this clause 15; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16. **PRIVACY**
- 16.1 To the extent that either Open Mineral or a User has access to, or obtains Personal Information either as a result of exercising its rights, or in the course of fulfilling its obligations under this Agreement, it must treat or deal with such Personal Information in a manner that complies with, and does not contravene, the requirements and principles contained in Data Protection Legislation.
17. **KNOW YOUR CUSTOMER INFORMATION AND ADHERENCE TO APPLICABLE LAWS**
- 17.1 As part of the Account Registration procedure each User shall, via its Authorised Administrator, upload to the Platform all relevant Know Your Customer ("KYC") documentation as may be requested of it by Open Mineral in accordance with Open Mineral's KYC Policy for Open Mineral to obtain satisfactory evidence of the identity and address of each User as is required by law in order for it to comply with applicable anti-money laundering laws, sanctions checks and KYC requirements.
- 17.2 Each User and Open Mineral each represents and warrants that they shall adhere to all applicable laws and regulations, including without limitation relating to competition, anti-trust, sanctions, export control, trade embargo, boycott, anti-terrorism, foreign trade control, non-proliferation, anti-money laundering, anti-bribery, defamation or obscenity.
18. **NO PARTNERSHIP OR AGENCY**
- 18.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture, or relationship of employer-employee or any other such relationship, between Open Mineral and any User, and/or constitute either Open Mineral or any User the agent of the other, and/or authorise either Open Mineral or any User to make or enter into any commitment for or on behalf of any other party.
- 18.2 Open Mineral and each User confirms that it is acting on its own behalf and not for the benefit of any other person.
19. **FORCE MAJEURE**
- 19.1 Neither Open Mineral nor any User shall be liable in any way in respect of any matter which may constitute any failure or delay in performing this Agreement arising by reason of force majeure, namely, circumstances beyond its reasonable control including (but not limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, electrical failure, telecommunication failure or interruption, unauthorised third party installation of malware on Open Mineral's operating systems, the unavailability or interruption of the Internet, water damage, legislative statute, action by public authorities, war, strike, lockout and any other industrial disputes (whether or not involving the party's own employees) (each a "Force Majeure Event"). Notwithstanding this clause each party shall use all reasonable endeavours to continue to perform its obligations under this Agreement for the duration of the Force Majeure Event.
- 19.2 If a Force Majeure Event occurs, the affected party shall give written notice to Open Mineral or the User(s), as the case may be, contains full details of the Force Majeure Event, as soon as is practical after the occurrence of the Force Majeure Event. The party giving the notice shall be relieved of its obligations during, but not longer than, the continuance of the Force Majeure Event.
- 19.3 The affected party shall use its best efforts to remove the cause of the Force Majeure Event and shall begin or resume performance of its suspended obligations as soon as possible after that cause has been removed. If such event continues for 30 days, either party may terminate this Agreement.
- 19.4 The provisions of this clause 19 shall not apply:
- (a) to any obligation of a User to make any payment under this Agreement; and/or
- (b) to any Contract (unless specifically provided therein and then in accordance with its terms).
20. **MISCELLANEOUS**
- 20.1 A User may not transfer or assign any or all of its rights or obligations under this Agreement.
- 20.2 No failure or delay by Open Mineral to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 20.3 This Agreement may not be varied except with the prior written consent of Open Mineral.
- 20.4 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 20.5 This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 20.6 Each User and Open Mineral shall sign and/or execute such further documents or otherwise do all such reasonable acts and things as may be necessary and appropriate to ensure the full force and effect of this Agreement.
- 20.7 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
21. **ARBITRATION**
- 21.1 Any and all disputes or claims arising out of or in connection with this Agreement, including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by the London Court of International Arbitration in accordance with the LCIA rules in force at the relevant time, with any arbitration to be heard in London in the English language before one arbitrator, save that any party shall be entitled to seek temporary and interim relief from a court for the purposes of protecting its intellectual property rights until such time as the relevant issue has been decided by arbitration as set out above.