

Substance Information Exchange Forum Agreement

(Letter of Access – LoA - for Parties interested in joint registration of ashes from coal fired dry and wet bottom boilers)

Pursuant to Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals

(hereinafter referred to as the “**Agreement**”)

between

Lead Company UNIPER Kraftwerke GmbH

acting on behalf of the Ash-REACH Consortium GbR

c/o vgbe energy e. V.

Deilbachtal 173

45257 Essen, Germany

- hereinafter referred to as “**ARC**” -

and

Teplárna České Budějovice, a.s.

Novohradská 398/32

379 01 České Budějovice, Czech Republic

(hereinafter “**Non-Lead Member**”)

- hereinafter together referred to as the “**Parties**” or each alone referred to as a “**Party**”-

Contents

Preamble.....	3
1. Definitions.....	4
2. Confidentiality	5
3. Competition Law Compliance	6
4. Legal personality	6
5. Regular report of the preparation of the Joint Registration Dossier.....	6
6. Participation in the joint submission of data.....	6
7. Grant of right to use the (robust) study summaries in the Joint Registration Dossier and to refer to the full study reports.	7
8. Information on the submission of the Joint Registration Dossier	8
9. Financial compensation for the Joint Registration Dossier	8
10. Ownership and use of Information	11
11. Limitation of Liability, Exclusion of Warranty	11
12. Exclusivity and Amendments to the Agreement.....	12
13. Applicable Law and Arbitration	12
14. Severability / Force Majeure.....	12
15. Copies of the Agreement	13
16. Duration	13
17. Working language	13
Annex 1: Cost Allocation Key	14
Annex 2: Roughly Estimated Expenses of the Consortium for Dossier Preparation.....	17

Preamble

1. According to Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter referred to as “**REACH**”) manufacturers and/or importers and/or only representatives (hereinafter referred to as “**Potential Registrants**”) are obliged to register phase-in substances according to Art. 3 No. 20 within certain deadlines depending on the produced tonnages to the European Chemicals Agency (hereinafter referred to as “**ECHA**”).
2. Furthermore, REACH requires, subject to certain exceptions, Potential Registrants of the same substance to share certain data and jointly submit part of the registration relating to the substance.
3. The Non-Lead Member has the intention to register the Substance.
4. It is well known to the Parties that cooperations between the ARC and the By Product Consortium as well as the ASVEP-Consortium are already existing and closed for new members.
5. The Parties consider Ashes (fly ash, bottom ash, boiler ash, cenospheres) (hereinafter referred to as “**Substance**”) to be by-products of coal combustion in power plants but not waste according to Art. 5 of the Waste Directive 2008/98/EC. Thus, according to Art. 2 (2) REACH the requirements of REACH apply for the Substance. The Substance has phase-in status according to Art. 3 No. 20 REACH.
6. Whereas Substance is a UVCB – substance (substances of Unknown or Variable composition, Complex reaction products or Biological materials) it is up to the registrant to ensure that Substance has no hazardous properties.
7. The Joint Registration Dossier was submitted to the ECHA through the Lead Registrant successfully. The Lead Registrant received the registration number.
8. Whereas the ECHA represented in its REACH guidance that it is advisable for the SIEF participants to agree in writing certain SIEF operational rules concerning data sharing, rights on the developed information and sharing of costs.
9. Therefore, with a view to fulfilling their regulatory obligations under the REACH Regulation in respect to the Substance, the Parties hereto have decided to pursue the following objectives (hereinafter referred to as the “**Purpose**”):
 - to agree on the operating rules governing the exchanges of information between the SIEF Potential Registrants;

- to agree on the rules regarding the rights to participate in the joint submission of data, to use the (robust) study summaries and to refer to the relevant full study reports in the Joint Registration Dossier developed by the Lead Registrant.

under the terms and conditions set forth in this Agreement.

Now and therefore in consideration of the above, the Parties agree as follows:

1. Definitions

1.1 Affiliates: A corporation,

- which controls, is controlled by or is under common control with a Member, with control meaning at least 50 % of the voting rights directly or indirectly owned, or
- for whom a Member operates a plant or
- on behalf of whom a third party representative is a Member.

1.2 IUCLID Dataset (Core Data): The following data to be submitted jointly pursuant to Art. 11 (1) subparagraph 2 REACH:

- classification and labelling of the substance pursuant to Annex VI Section 4 REACH;
- study summaries derived from the application of Annexes VII to XI REACH;
- robust study summaries derived from the application of Annexes VII to XI, if so required under Annex I REACH;
- testing proposals where required by the application of Annexes IX and X REACH.

1.3 Joint Registration Dossier: The IUCLID Dataset (without chapter 0-3) plus the Chemical Safety Report according to Art. 14 REACH.

1.4 Project Manager of ARC: VGB PowerTech e. V., Deilbachtal 173, 45257 Essen, Germany.

1.5 Non-Lead Member: A SIEF participant that agrees to rely on the Joint Registration Dossier prepared and/or made available by the Lead Registrant for the sole purpose of fulfilling their regulatory and legal requirements pursuant to REACH.

- 1.6 **Information:** Studies, other scientific, statistical, or technical data, including but not limited to composition, characteristics, properties and processes and applications, and any information in any form made available by a Party or generated by the Parties jointly, pursuant to or in the course of this Agreement.
- 1.7 **Lead Registrant:** A SIEF participant who is subject to the registration requirements under REACH, which the SIEF-Participants agree hereto to appoint acting as Lead Registrant as defined under Article 11 (1) REACH. In this case UNIPER Kraftwerke GmbH is the Lead Registrant.
- 1.8 **Substance:** Fly ash (including cenospheres), bottom ash and boiler slag from dry and wet bottom furnaces fired with coal or lignite with or without co-combustion materials (related CAS numbers: 68476-96-0 slags, coal, 68131-74-8 ashes (residues), 93924-19-7 ashes (residues) cenospheres. Substance is registered under the new name “ashes (residues), coal”, provisional EC-No. 931-322-8.
- 1.9 Any terms defined in Article 3 REACH shall have the same meaning in this Agreement.

2. Confidentiality

2.1. The Parties individually undertake

- a) to treat all information as confidential and not disclose it to third parties, unless legal disclosure requirements apply and
- b) to make the information available only to their members (including Affiliates) as well as the Project Manager, Secretariat, experts, other externs and trustees who need to have access to such information for the purpose of this Agreement and who are contractually or otherwise obliged to keep it confidential.

2.2. The obligations according to Article 2.1 above shall not apply to information of which the receiving Party can prove that such Information

- a) was known to it on a non-confidential basis prior to receipt thereof;
- b) was publicly known prior to receipt thereof;
- c) became publicly known after receipt thereof without breach of this Agreement;
- d) was disclosed to it by a third party which to the best of its knowledge was authorised to make such disclosure; or was developed independently by it.

Specific Information shall not become exempt from the obligations according to Article 2.1 above merely because it is embraced by general information within any of the exceptions according to a) – d) above. For the avoidance of doubt, each Party shall be

entitled to disclose Confidential Information to the ECHA to the extent indispensable for the purpose of this Agreement.

- 2.3. Members of the Parties and their Affiliates as well as the Project Manager, Secretariat, experts, other externs and trustees are not regarded as third parties for the purpose of this Article 2 of the Agreement. The Members are responsible for the compliance of their Affiliates with Article 2.1 and Article 2.2 above.

3. Competition Law Compliance

The Parties and its members recognise that any activities carried out under this Agreement have to be carried out in full compliance with applicable competition laws, in particular Art. 101 and 102 EC Treaty. The Parties and its members explicitly agree to observe the Code of Conduct and the Cefic Competition Law Compliance Guidance.

4. Legal personality

This Agreement or the cooperation contemplated herein shall not constitute or be deemed to constitute a legal entity or partnership between the Parties.

5. Report on the evaluation of the Joint Registration Dossier and covered uses

- 5.1 The Lead Registrant undertakes to inform the Non-Lead Member on the evaluation of the Registration Dossier if there is a need for.
- 5.2 The Lead Registrant undertakes to inform the Non-Lead Member on the list of uses to be covered in that chemical safety report after signature of this Agreement.
- 5.3 The Parties agree that communication may be channelled via the use of electronic mail.

6. Participation in the joint submission of data

- 6.1 According to Article 11 (1) REACH, the Parties hereto agree to have the Joint Registration Dossier for the Substance submitted by the Lead Registrant on behalf of the Non-Lead Member having fulfilled the obligations under Article 9 to this Agreement.
- 6.2 Notwithstanding anything to the contrary under this Agreement, the Parties remain individually responsible to comply with REACH, in particular, but not limited to, in relation to the individual submission of the information required under Article 11 (1) REACH.
- 6.3 The participation in the Joint Registration Dossier may deviate per requesting Non-Lead Member according to its tonnage band or possible opt-outs for certain endpoints.

- 6.4 If the Non-Lead Member requests the reference to the Joint Registration Dossier on behalf of an Affiliate, the Non-Lead Member shall notify the Lead Registrant with its name, address and other relevant data documenting such status of Affiliate. Upon receipt of such information, the Affiliate shall refer to the Joint Registration Dossier.
- 6.5 If the Non-Lead Member is a third party representative (TPR) and requests the reference to the Joint Registration Dossier on behalf of a legal entity represented by him in the SIEF, the Non-Lead Member shall notify the Lead Registrant under confidentiality obligations with the name, address and other relevant data of the represented legal entity. Upon receipt of such information, the TPR shall refer to the Joint Registration Dossier.
- 6.6 If the Non-Lead Member is an Only Representative (OR) and requests the reference to the Joint Registration Dossier on behalf of more than one legal entity represented by him in the SIEF, the Non-Lead Member shall notify the Lead Registrant with the number of legal entities he represents and other relevant data of the represented legal entity. Upon receipt of such information, the OR shall refer to the Joint Registration Dossier.
- 6.7 The Non-Lead Member shall not provide and submit information to be part of the Joint Submission (e.g. security token and name of the Substance) to third parties (that are not Affiliates).

7. Grant of right to use the (robust) study summaries in the Joint Registration Dossier and to refer to the full study reports.

- 7.1 Subject to the payment of the Joint Registration Compensation as specified under Article 9 of this Agreement, the Lead Registrant grants the Non-Lead Member the non-exclusive, non-transferable and non-terminable right:
- a) to use the (robust) studies summaries and other Information used in the Joint Registration Dossier as far as legal permissible within the applicable tonnage band and for which no opt-out has been claimed by the Non-Lead Member,
 - b) to refer to the full study reports on which basis the (robust) studies summaries have been developed; and
 - c) to grant the rights referred to under (a) and (b) here above to its Affiliates notified under Article 6.4 of this Agreement, without any right to sublicense this rights.
- 7.2 In case the Lead Registrant has not received the right to sublicense the right to refer to studies to Non-Lead Members, the right to refer is to be granted by the study owner in a

separate bilateral agreement only. The Lead Registrant shall inform the Non-Lead Member about the name of the respective study owner and respective Studies.

- 7.3 Notwithstanding the foregoing, if the Non-Lead Member is a third party representative, he is granted only with the rights specified under (a) and (b) here above, and only for the purpose to pass them to the legal entities represented by him in the SIEF and notified to the Lead Registrant under Article 6.5 of this Agreement.
- 7.4 The rights granted under this Article can be exercised only for the purpose of compliance with REACH for the Substance. The Non-Lead Member shall abstain from any other use, whether commercial or non-commercial. For the avoidance of doubt, any further use of the studies shall be subject to an additional written agreement.
- 7.5 The Lead Registrant makes available the data referred to in the Joint Registration Dossier to the Non-Lead Member provided the Non-Lead Member has fulfilled its obligations under Article 9 of this Agreement. For the avoidance of doubt no copies of the full study reports are provided – only the data in the IUCLID 5.2 format as a pdf.-file upon request. It is agreed that access to new Information that has to be performed after conclusion of this Agreement is only granted if the Non-Lead Member has fulfilled its obligations according Article 9.8 of this Agreement.

8. Information on the submission of the Joint Registration Dossier

Provided the Non-Lead Member has fulfilled its obligations under Article 9 of this Agreement, the Lead Registrant shall provide the valid security token number and the name and EC-No. of the joint submission.

9. Financial compensation for the Joint Registration Dossier

- 9.1 Before referring to the Joint Registration Dossier, the Non-Lead Member shall compensate in a fair, transparent and non-discriminatory way the ARC with a “Joint Registration Compensation” for the development and submission of the Joint Registration Dossier and the rights granted under Article 7 of this Agreement.
- 9.2 The Parties agree to share the costs regarding the collection and generation of Studies and elaboration of the Joint Registration Dossier. The following costs shall be shared by the Parties:
- a) Acquisition of rights to Studies.
 - b) Expenses to develop new studies needed now and later on to complete the Joint Registration Dossier.

- c) Expenses connected with the administration of the ARC, the evaluation of the studies and elaboration of the Joint Registration Dossier such as remuneration for external Consultants (e. g. Dr. Knoell Consult GmbH and Industrie Park Wolfgang GmbH).
 - d) The cost allocation must be in proportion to the production or import volume band of the Non-Lead Member. All expenses shall be shared according to **Annex 1** of this Agreement. In addition, an advantage compensation of 100 % shall be paid as the Non-Lead Member did not contribute to the work of the ARC. The basis for calculating the compensation fee is limited to 1 Million €.
- 9.3 The foreseen expenses which shall be shared by the Parties, pointed out in Article 9.2 above are included in **Annex 2** of this Agreement. Additional expenses shall be compensated accordingly.
- 9.4 ARC shall allocate the expenses incurred according to Article 9.2 above to the Non-Lead Member for their cost share after their request for joint submission. The Non-Lead Member will only receive the valid security token number after payment of the invoice to the Lead Registrant within 14 days after receipt of the payment. Payment is due after receipt of an invoice issued by the ARC or his representative (e. g. Project Manager).
- 9.5 When cost and income estimations change, additional payments may be requested by the ARC.
- 9.6 Refunds to the Non-Lead Member may be paid according to its respective share after the final acceptance of the Joint Registration Dossier by ECHA. For refunds a threshold of 1 000 € per Non-Lead Member is applicable. Where the Non-Lead Member wishes to recoup costs less than 1 000 €, it will bear the administrative and accounting costs of retrieving such refunds.
- 9.7 In case new studies have to be purchased or performed after conclusion of this Agreement, the resulting cost will be divided according to **Annex 1** between all SIEF participants who are required to incorporate the results of these new studies into their registration dossier. The Lead Registrant reserves the right for collecting upfront payments before performing new studies.
- 9.8 If the SIEF comprises various Affiliates of the Non-Lead Member, only one of these Affiliates within the SIEF shall be subject to the obligation to compensate the Joint Registration Dossier. Such single Joint Registration Compensation will be calculated on base of the tonnage band of all these Affiliates. Accordingly, the Affiliates of the compensating Non-Lead Member, or the Affiliates of the non-EU established companies

represented by an Only Representative being a Non-Lead Member, shall also have the right to refer to the Joint Registration Dossier under the same conditions.

- 9.9 If an Only Representative represents more than one non-EU entity within the SIEF, such Only Representative shall compensate the ARC on account of each non-EU entity it represents by the payment of a separate Joint Registration Compensation per Non-EU entity and its Affiliates.
- 9.10 If a third party representative represents more than one entity within the SIEF, such third party representative shall compensate the ARC on account of each entity it represents by the payment of a separate Joint Registration Compensation per entity and its Affiliates.
- 9.11 The Non-Lead Member is obliged to inform the Lead Registrant in the event that it changes its registration in such a way that it requires additional access to the Joint Registration Dossier (e. g. tonnage band change, change from intermediate dossier to full registration dossier) and pay for such additional access in accordance with the Article 9.2 of this Agreement.
- 9.12 In the event that after the submission of the Joint Registration Dossier, the ECHA or any other authority, requires further information, testing and/or studies to be carried out in relation to the registration of the Substance any additional costs for such tests and studies shall be shared between the members of the already existing consortia and Non-Lead Members, taking into consideration their respective tonnage bands and registration.
- 9.13 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 it 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.

9.14 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.

10. Ownership and use of Information

10.1 This Agreement does not grant any ownership rights or change existing ownership rights to any of the Information provided under this Agreement to the Non-Lead Member, on whatever form and whenever including without limitation, the Joint Registration Dossier.

10.2 Such Information shall consist in any and all data and/or studies:

- a) Individually developed by one of the Members of the ARC;
- b) Collectively developed by Members of the ARC for which they have acquired valid title or right to use; and
- c) Acquired from Data Owner(s) for which Members of the ARC, or the Lead Registrant as the case may be, have been granted valid rights.

10.3 Neither this Agreement nor any disclosure of Information shall vest any present or future rights in any patents, trade secrets or property rights and no license is granted.

11. Limitation of Liability, Exclusion of Warranty

11.1 Any and all liability of the Parties and its members, including the Lead Company, for direct, indirect or consequential damage, especially profit losses, production losses and other subsequent damage shall be expressly excluded. The above referenced exclusion of liability shall not apply if one Party or its members or its legal representatives, employees or persons employed in performing its obligations, is liable for intentional or gross negligent acts, if claims due to injuries to life, body or health are concerned, or in other cases of mandatory liability.

11.2 No warranty for the appropriateness of the studies with respect to REACH requirements is given. It is the individual responsibility of each Party to critically assess the Information that is generated or that is made available. Each Party assumes the full responsibility for its own use of the Information so developed or received. No warranty for acceptance by the ECHA of the Joint Registration Dossier or any data it contains is given.

12. Exclusivity and Amendments to the Agreement

- 12.1 The legal relationship of the Parties with respect to the scope of this Agreement shall be exclusively governed by the present Agreement. Any other arrangements with respect to the scope of this Agreement do not exist or are ineffective.
- 12.2 Any changes or amendments to this Agreement including the waiver of the written form requirement must be in writing and accepted by both Parties to be effective.

13. Applicable Law and Arbitration

- 13.1 This Agreement shall be governed by and construed in accordance with the substantial laws of the Federal Republic of Germany.
- 13.2 The Parties shall first attempt to settle amicably any dispute arising out of this Agreement. Should such amicable settlement fail, the dispute shall be resolved by arbitration, ousting jurisdiction by ordinary courts, by a panel of three arbitrators. Each party will nominate one arbitrator. These two arbitrators will then designate a third arbitrator who will also act as chairman. The arbitration decision shall be binding on the parties. The arbitration rules of the German Institution of Arbitration (DIS-Arbitration Rules) shall be applicable. The place of any hearing shall be Essen, Germany, and the language of the arbitration shall be English.

14. Severability / Force Majeure

- 14.1 If a provision of this Agreement is found to be unclear or incomplete, an interpretation that best approximates the intent of the Parties as expressed in this Agreement including the Preamble shall apply.
- 14.2 If a provision is invalid, this does not affect the validity of the other provisions. It is deemed to be agreed upon that an admissible provision which best approximates the intent of the Members replaces the invalid provision; accordingly, the Parties agree to make a respective written amendment to the Agreement without any delay.
- 14.3 Notwithstanding any of the above, if any Party is prevented or delayed from performance of any of its obligations under this Agreement by Force Majeure, that Party shall serve notice in writing on the other Party and, subject to service of such notice, have no liability with respect to the performance of its obligations as are prevented by the Force Majeure during the continuation of such events and for such time after the cessation as is necessary for that Party. A Force Majeure shall mean any cause preventing a party or any of its Affiliates from performing all or any of its obligations hereunder, which arise from or is attribute to act, events, omissions or accidents beyond the reasonable control

of the party so prevented, including strikes, industrial disputes, acts of God, war, riot, terrorism, or compliance with any law or governmental or court order, rule, or directions.

15. Copies of the Agreement

Each Party shall receive one copy of the Agreement.

16. Duration

16.1 This Agreement shall take effect upon signature by both Parties (effective date). This Agreement shall be in force until dissolution of the Consortium.

16.2 The provisions relating to the protection of confidentiality (Article. 2), ownership and use of information (Article 10), financial compensation (Article 9), limitation of liability (Article 11) and dispute resolution and applicable law (Article 13) shall survive the expiry date according Article 16.1.

17. Working language

The working language shall be English.

České Budějovice,

Düsseldorf,

.....

.....

.....

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Teplárna České Budějovice, a.s.

Ash-REACH-Consortium, represented
by UNIPER Kraftwerke GmbH

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Annex 1: Cost Allocation Key

1. General

- a) The cost allocation key serves the fair allocation of costs of dossier preparation (costs of Studies, test data and other information required for the REACH registration including costs of external consultant or expert services) among the Parties.
- b) Cost allocations can be calculated for all reports to end points for which information is required according to Annexes VII to X of REACH.

2. Cost Allocation

- a) Costs of the Studies, test data and other information shall be shared among those members of the Parties in need of the respective information.

Production or Import Volume Band - Member and its Affiliates of ARC and Non-Lead Members (tonnes per year)	Allocation Key per Share (%)
≤ 100,000	10
> 100,000 – 250,000	20
> 250,000 – 500,000	40
> 500,000 – 750,000	60
> 750,000 – 1,000,000	80
> 1,000,000	100

(a) The amount of shares has to be determined for each Member by using the following formula:

$$\text{Amount of shares (X)} = A * 0.1 + B * 0.2 + C * 0.4 + D * 0.6 + E * 0.8 + F$$

$$X = X_1 + X_2 + X_3 + X_4 + X_5 + X_6$$

Whereat

- A = Number of Members producing $\leq 100,000$ t/a and $X_1 = A * 0.1$
- B = Number of Members producing $> 100,000 - 250,000$ t/a and $X_2 = B * 0.2$
- C = Number of Members producing $> 250,000 - 500,000$ t/a and $X_3 = C * 0.4$
- D = Number of Members producing $> 500,000 - 750,000$ t/a and $X_4 = D * 0.6$
- E = Number of Members producing $> 750,000 - 1,000,000$ t/a and $X_5 = E * 0.8$
- F = Number of Members producing $> 1,000,000$ t/a and $X_6 = F$

Member = Member and its Affiliates

(b) In a second step the costs of Existing Studies and New Studies (Y) have to be allocated to the members of one volume band as follows:

$$a = Y * X_1/X \quad X_1 = A * 0.1$$

$$b = Y * X_2/X \quad X_2 = B * 0.2$$

$$c = Y * X_3/X \quad X_3 = C * 0.4$$

$$d = Y * X_4/X \quad X_4 = D * 0.6$$

$$e = Y * X_5/X \quad X_5 = E * 0.8$$

$$f = Y * X_6/X \quad X_6 = F$$

Whereat

- a = Allocated costs for all members producing $\leq 100,000$ t/a in €
- b = Allocated costs for all members producing $> 100,000 - 250,000$ t/a in €
- c = Allocated costs for all members producing $> 250,000 - 500,000$ t/a in €
- d = Allocated costs for all members producing $> 500,000 - 750,000$ t/a in €
- e = Allocated costs for all members producing $> 750,000 - 1,000,000$ t/a in €
- f = Allocated costs for all members producing $> 1,000,000$ t/a in €

(c) Finally the costs per Member are

$$a_1 = a / A \quad (\leq 100,000 \text{ t/a})$$

$$b_1 = b / B \quad (> 100,000 - 250,000 \text{ t/a})$$

$$c_1 = c / C \quad (> 250,000 - 500,000 \text{ t/a})$$

$$d_1 = d / D \quad (> 500,000 - 750,000 \text{ t/a})$$

$$e_1 = e / E \quad (> 750,000 - 1 \text{ Mio. t/a})$$

$$f_1 = f / F \quad (> 1 \text{ Mio. t/a})$$

At the moment the expenses for the Joint Registration Dossier are estimated to be about 1.35 Million Euro, which have to be allocated to 38 shares. It is agreed that for the calculation of the compensation fee one Million Euro will be taken as a basis according to Article 9.2 (d) of this Agreement.

Example:

The Non-Lead Members intends to register within the tonnage band 100,000 < 250,000. That means 0.2 shares have to be beard:

$$1\,350\,000\text{ €} / 38\text{ shares} = 35\,526\text{ € per share} = 7\,105\text{ € for 0.2 shares}$$

plus compensation fee of 100 % $(0.2 * 1\,000\,000\text{ €} / 38\text{ shares}) = 5\,263\text{ €}$. The compensation fee is limited to 1 000 000 €.

The respective Non-Lead Member has to pay 12 368 € in total after signing of the Agreement.

Due to the final membership in the different classes the costs for a Letter of Access is given below:

Shares (X)

38

	tonnage band kto	cost for LoA
class 1	< 100	6 185 €
class 2	100-250	12 368 €
class 3	250-500	24 737 €
class 4	500-750	37 105 €
class 5	750-1000	49 474 €
class 6	> 1000	61 842 €

Annex 2: Roughly Estimated Expenses of the Consortium for Dossier Preparation

Expenses already taken place

Contracts	46 000 €	
Consultant service	365 000 €	IPW, Dr-Knoell-Consult
Management	55 000 €	VGB
Test cost	64 000 €	Agrolab, NOTOX, LPT, KEMA, TU München, Hygieneinst.
Study cost	29 500 €	
		Vliegasunie 8 000 €
		Iberdrola 2 500 €
		EDF 19 000 €
Data sharing CEZ	80 000 €	

Forecast by 31.12.2010

Consultant service	100 000 €	Dr-Knoell-Consult
Consultant service	50 000 €	IPW
Management	20 000 €	VGB
Data sharing BPC	2 500 €	Eye- and skin- irritation (FBC-ash)

Estimated cost by 12.2010 812 000,- €

Forecast 2011

Consultant service	50 000 €	Dr-Knoell-Consult
Consultant service	20 000 €	IPW

Forecast 2012

Consultant service	70 000 €	Dr-Knoell-Consult
Consultant service	30 000 €	IPW

Unforeseen 368 000 € e. g. reserve for long term studies

Estimated cost for ash dossier till 2012 1 350 000,- €