

**MUTUAL COOPERATION AND LICENSING AGREEMENT
RESPECTING THE USE AND APPLICATION OF TSM**

[NAME OF ASSOCIATION]

THIS AGREEMENT dated the **[DATE]**

BETWEEN:

THE MINING ASSOCIATION OF CANADA, an association incorporated under the laws of Canada having its head office at 275 Slater Street, Suite 1100 in Ottawa, Ontario, Canada K1P 5H9

(**"MAC"**)

AND:

[NAME OF ASSOCIATION], an association incorporated under the laws of **[Country]** having its head office at **[Address]**

(**"XXX"**)

Both herein referred to as **"the Parties"**, or singly as **"the Party"**

WHEREAS:

- A. MAC is an organization dedicated to the advancement of mining in a responsible manner by its members: major mining companies, smaller mining companies, development companies and other associate members;
- B. **[STATEMENT ABOUT PARTNER ASSOCIATION]**
- C. MAC has created a concept and program with significant supporting protocols and procedures known as either or both of **"Towards Sustainable Mining"** and **"TSM"** which is intended to provide members of its association with guidelines to encourage responsible and sustainable mining in Canada and outside Canada by Canadian mining companies;
- D. **[Association]** wishes to adopt and utilize **TSM** to provide **[Association]** with the opportunity to advance the interests of its members by utilizing the concepts in **TSM** protocols and procedures for the benefit of its members and the mining industry in **[Country]**;

- E. MAC and [Association] agree to cooperate in the further development of the **TSM** its protocols and procedures to the mutual advantage and benefit of both parties and their members;
- F. MAC also agrees to license **TSM** its protocols and procedures to [Association] for its use in [Country] in accordance with the provisions set out in this Agreement;
- G. This Agreement is intended to reflect the minimum requirements of the protocols and procedures to be used by [Association] in its implementation of **TSM**, and the arrangements to be entered into between the parties, the elements required to support the effective implementation of **TSM** and the due diligence process to be followed by [Association] members to ensure the implementation of **TSM** in order to maintain the integrity of the **TSM** Brand;
- H. MAC is the owner of the Canadian registered trademarks identified in Schedule "C", namely **TOWARDS SUSTAINABLE MINING** and **TSM**; and,
- I. The Parties desire that this Agreement shall set forth, except as expressly provided otherwise therein, the definitions of capitalized terms, terms and conditions, and the rules of construction governing this Agreement, the License Agreement and other agreements and documents appurtenant thereto.

IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS**

- 1.1. Each of the following terms when used in this Agreement has the meaning ascribed to it in this Section 1.0, and, except as expressly provided otherwise shall have the meaning set forth herein:

"Agreement" means this Agreement, including the schedule(s), and all instruments supplementing or amending or confirming this Agreement.

"Defined Territory" means all of [Country].

"License" means the license conferred upon [Association] more particularly described in the License provisions in Section 6.0.

"Licensee" means [Association].

"Licensor" means MAC.

“**Person**” shall mean any natural person, corporation, firm, business trust, joint venture, association, organization, company, partnership or other business entity, or any government or any agency or political subdivision thereof.

“**Protocols and procedures**” mean those topics set out in Schedule B.

“**TSM Brand**” means the goods and services associated with the trademarks as registered with the Canadian Intellectual Property Office as set out in Schedule “C”.

“**TSM Minimum Categories of Requirements**” means those provisions set out in Schedule A.

“**MAC Trademarks**” means the trademarks set out in Schedule “C” and includes service marks and trade names used in association with the goods, wares or services of the Licensor and such other **MAC Trademarks** as the parties may agree from time to time; and,

“**Term**” has the meaning ascribed thereto in Section 12.0 of this Agreement.

2. **ARRANGEMENT**

- 2.1. The Parties agree to work cooperatively on an exclusive basis within the **Defined Territory** to advance the use and application of **TSM** in **[Country]** to the mutual benefit of their members and the mining industry.
- 2.2. The Parties shall meet in person, by teleconference or video conference from time to time at the request of either party to discuss and review the **TSM** and agree upon goals and objectives for the next calendar year.
- 2.3. The role of MAC under this Agreement shall be to:
 - (a) arrange an implementation support plan that meets the needs of **[Association]**. MAC will agree to provide the time necessary to conduct support activities on an in-kind basis to a reasonable level to be agreed upon by the parties. **[Association]** will agree to cover all the necessary expenses, including travel costs and accommodation, of any MAC member or personnel, who may be requested to conduct the support services in the Defined Territory. Should scheduling limitations prevent support activities being conducted according to a schedule that works for

[Association], MAC will refer [Association] to competent consultants, who can provide a similar level of support as MAC at [Association]'s cost.

- (b) MAC envisions as examples the following areas of support are likely to be required as part of the implementation of this Agreement:
- (i) **TSM overview workshop – 2 days in length** – This workshop, which can be conducted in person or virtually, consists of a series of overview presentations and exercises to understand how the TSM works and how to implement it at the facility level. The exercises are designed to put participants into the roles of self-assessor and verifier for each of the protocols. Workshops can be tailored to fit the priorities of the participants
 - (ii) **TSM protocol workshops** – Tailings Management, Biodiversity Conservation Management, Crisis Management and Communications Planning, and Climate Change – Each consisting of either 1 day or ½ day. These workshops are designed to provide an in-depth analysis in a specific protocol and accompanying guidance.
 - (A) **The tailings management workshop** will cover both the protocol and all three guides (A Guide to the Management of Tailings Facilities; Developing an Operation, Maintenance and Surveillance Manual for Tailings and Water Management Facilities; and, A Guide to the Audit and Assessment of Tailings Facility Management).
 - (B) **The crisis management and communications planning workshop** will cover both the protocol, the accompanying guide and will also undertake to conduct various exercises including two crisis response simulations.
 - (C) **The climate change workshop** will address both the protocol and accompanying guide. This workshop also incorporates exercises focused on quantifying energy consumption, conversion of energy data to GHG data and cost-benefit analysis related to energy related projects.
 - (D) **The biodiversity conservation management workshop** differs from the other workshops in that there is not a comprehensive guide to cover. When this workshop is

conducted, the focus is on helping participants understand the intent of the protocol and incorporates industry experts to speak on various relevant case studies to help bring the protocol to life.

- (iii) **TSM Verifier Accreditation Workshop** – 2 days in length – This workshop is an essential part of the foundation for **TSM** in that it is a means to accredit potential verifiers. It will be important for MAC to work with [Association] to coordinate this workshop to ensure that there are accredited service providers ready when the first verifications are due to take place. It is recommended that this process begin early even though it may be a few years before verifications as verifiers can be useful to members seeking to conduct gap assessments or develop systems in relation to the protocols. It may also be necessary to conduct a refresher course for verifiers immediately prior to the first round of verifications.
- (c) Ongoing advice and support –MAC will provide on-going support and advice on an in-kind basis as requested by [Association]. This advice and support are intended to build capacity within [Association] organization with respect to experience with established processes relevant to **TSM** as well as questions of interpretation with respect to the various components of **TSM**, including the guides, protocols and other supporting materials.
- (d) Provide [Association] with the protocols, procedures, background and supporting materials regarding **TSM**.
- (e) Support [Association] in its introduction and maintenance of **TSM**.
- (f) Support [Association] in the implementation of **TSM** in the areas of:
 - (i) long term planning;
 - (ii) advice;
 - (iii) update of concepts, protocols and procedures;
 - (iv) information and global strategy changes; and,
 - (v) designation of MAC personnel to act as contacts for [Association] to ensure prompt and ongoing communication with [Association] personnel.

2.4. The role of [Association] under this Agreement shall be to:

(a) Establish an Implementation Timeframe:

[Association] will demonstrate that the minimum categories listed in Schedule A have been implemented within the first five full years of signing this Agreement. At the end of the fifth year, [Association] will commission an independent assessor, as recommended by MAC, to evaluate its adherence to this Agreement in accordance with the requirements of **TSM**. A report summarizing the results of this assessment is to be provided to MAC to demonstrate alignment with the minimum requirements set out in Schedule A. If [Association]'s implementation of the minimum requirements is found to meet the intent of this Agreement, no further reporting to MAC will be required. If, however, [Association] is found not to have met the intent of one or more of the minimum requirements, an action plan will be required outlining steps and timelines to fill outstanding gaps and a second report will be provided to MAC after work is completed to fill the outstanding gaps.

(b) Brand Protection:

Under the terms of the licensing agreement, it is required that [Association] takes the necessary and appropriate steps in [Country] to protect the **TSM Brand** including its trademarks. If [Association] has any information regarding the possible infringement of [Association]'s trademarks, it is required to immediately notify MAC in writing within five (5) days from receipt of information of a possible infringement. In addition, [Association] shall assist MAC, in taking the necessary legal steps to file and prosecute any infringement of MAC's trademark in [Country].

(c) Market, develop and expand **TSM** with its members as indicated in the seven requirements set out in Schedule "A".

(d) Develop and protect intellectual property including trademarks and logos with the intention to ensure as much brand consistency as possible.

(e) Provide implementation information to MAC as may be requested by MAC.

- (f) Act as introduction agent for MAC without compensation where it can be accomplished as part of **TSM** normal business routine as may be requested by MAC.
- (g) Support MAC in the areas of:
 - (i) long term planning;
 - (ii) due diligence;
 - (iii) information and global strategy changes; and,
 - (iv) designating [Association] personnel to ensure prompt and constant communication.

3. TYPE AND NATURE OF PROJECTS

3.1. It is acknowledged by the Parties that the type and nature of **TSM BRAND**, may vary from those set out in Schedules A and Schedule B. The Parties agree to be flexible in working with **TSM**, and between each other, to ensure that [Association] members receive the best possible solution to meeting their needs. The Parties agree to cooperate with each other to amend the protocols and procedures where appropriate to reflect local customs, conditions and practices.

4. SPECIFIC RESPONSIBILITIES

- 4.1.** Subject to the provisions of Section 2.4 above, [Association] shall be solely responsible for the following within [Country]:
- (a) providing information respecting protocols and procedures to its members within [Country];
 - (b) implementing **TSM**;
 - (c) supporting its members with respect to the services provided for **TSM**;
 - (d) paying the costs of providing protocols and procedures to its members;
 - (e) ensuring that protocols, procedures, and performance indicators are adopted and adhered to by [Association] members consistent with the condition of membership that [Association] will develop as part of its implementation of TSM as per schedule A clause 7.

(f) providing MAC with regular status updates.

4.2. Subject to the provisions of Section 2.3 above, MAC will provide assistance as maybe reasonably required for startup training, commissioning and any other services that may reasonably be required by [Association] in making **TSM** fully operational; provided that [Association] and/or its members provide reasonable access and opportunity for participation by MAC and its associates.

5. LICENSE

5.1. This Agreement is subject to the License provisions set out below and those contained in the TSM Claims and Labels Policy. Should there be a need for additional support not envisioned in this Agreement, the Licensee and Licensor shall agree on the terms for such support as required.

5.2. [Association] agrees to comply with this Agreement, which outlines the minimum requirements of MAC in respect of **TSM** and to implement a minimum level of rigour to ensure the integrity of **TSM** is maintained.

6. GRANT OF LICENSE

6.1. For valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts, in perpetuity or unless earlier terminated, within the Defined Territory and upon the terms, conditions and limitations set forth in this Agreement the License to utilize:

- (a) The **TSM BRAND** in [Association]'s activities and programs; and,
- (b) Any **MAC Trademarks**.

7. TRADEMARKS

7.1. Except as otherwise provided herein, the Licensee has no right, title or interest in and to the **MAC Trademarks** or any other trade names, trademarks or service marks of the Licensor or registration thereof which is now or may be hereafter developed, acquired or granted (including but in no way limited to the **MAC trademarks**). The Licensee agrees to enter into a trademark user agreement or agreements containing appropriate requirements and restrictions concerning the use of the trademarks the use of which is or may hereafter be licensed or

authorized by this Agreement at the request of the Licensor. The Licensor shall assume responsibility for the registration of the **MAC trademarks** identified in Schedule "C" in [Country]. The Licensee also agrees to assist the Licensor or cooperate in any other manner as may be required in the filing and prosecution with the proper authorities of applications for registration for the **MAC Trademarks** identified in Schedule "C" and of any registered user agreement(s) under the applicable trademark legislation in [Country], which the Licensor may deem appropriate. The Licensee shall reimburse the Licensor for all reasonable costs and expenses of any such application(s) or registrations of registered user agreements, including fees and disbursements payable to Canadian and [Association] trademark counsel and agents. In the event that it is procedurally necessary, for the purpose of obtaining registration of any **MAC Trademark** identified in Schedule "C" used by the Licensee, to name the Licensee as applicant for registration, then the Licensee agrees and consents to be so named as applicant and to obtain the registration at the expense of the Licensor; upon grant of the registration the Licensee covenants and agrees to assign the registration to the Licensor and concurrently to join in an application for registration of the Licensee as an approved user of such trademark or trademarks in the same manner and on the same conditions as provided in this Agreement with respect to the licensed use of trademarks. The Licensee agrees that the ownership of the trademarks and the trade names and the goodwill relating thereto always shall remain vested with the Licensor both during the period of this Agreement and thereafter and the Licensee further agrees never to challenge, contest, or call into question the validity or ownership of the said trademarks or trade names or their registration in Canada or elsewhere and shall not directly or indirectly assist others in doing so. Either during or following the termination of this Agreement the Licensee, if requested to do so by the Licensor at its expense will execute such documents as may be necessary to vest the legal title of all trademarks, service marks and trade names used in association with the services of the business, in the name of the Licensor.

- 7.2.** The Licensee shall not participate in any manner in any proceedings in any forum in which the trademarks or the trade names are the subject of such proceedings, save and except with the consent of the Licensor. If the Licensor and the Licensee are in agreement that litigation or any other action should be commenced or defended with respect to the trademarks or trade names of the Licensor, the costs and expenses

thereof, including lawyers' fees, shall be borne by the Licensor. In the event there is an award of damages or accounting of profit as the result of litigation or other action, the damages or accounting of profits shall be for the account of the Licensor. The conduct or defense of any litigation or action shall be at the full discretion of the Licensor.

7.3. If Licensee uses the any of the **MAC Trademarks** in connection with the **TSM Brand**, Licensee agrees to maintain a consistent level of quality of the Co-branded Products made available thereunder, substantially equal to that found in Licensee's existing products and Website services. Licensee further agrees to maintain a level of quality of the Co-branded Products in connection with its use of the Mark that is consistent with general industry standards.

7.4. Licensee acknowledges that Licensor has no further obligations under this Agreement, but that Licensor does have the right to periodically monitor, no more than quarterly, the Licensee's use of the **MAC Trademarks**. In conjunction with the **TSM Brand**, upon reasonable request by the Licensor, not more often than every quarter, the Licensee shall provide the Licensor with representative samples of documents, or other representations using the **MAC Trademarks**. If the Licensor determines in good faith that the Licensee is using any of the **MAC Trademarks** improperly, the Licensor shall notify the Licensee. The Licensee shall exert reasonable efforts to remedy the improper use within ten (10) business days following receipt of such notice from the Licensor. Use of any of the **MAC Trademarks** on goods, wares or services other than in accordance with this Agreement may constitute a material breach of this Agreement.

8. REPRESENTATIONS, WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1. MAC acknowledges that [Association] relied upon the completeness and accuracy of the following covenants, representations, and warranties:

- (a) MAC is an association incorporated under the laws of Canada and is in good standing;
- (b) execution and delivery of this Agreement, and the performance of the covenants and agreements herein contained, are not restricted by and do not conflict with any arrangements, obligations, contracts, agreements or instruments to which the MAC is a party to, other than those previously disclosed to [Association];

- (c) neither the execution of this Agreement nor the carrying out of the obligations of MAC hereunder shall result in the violation of:
 - (i) any of the provisions of the constating documents or by-laws of MAC;
 - (ii) any agreement or other instrument to which MAC is a party or is bound; or
 - (iii) any applicable law or regulation; and,
- (d) MAC is the legal and beneficial owner of the MAC Trademark, **TSM** and the Proprietary Information. MAC has the full power and authority to grant the License herein contemplated without the consent of any other person.

8.2. [Association] acknowledges that MAC relied upon the completeness and accuracy of the following covenants, representations, and warranties:

- (a) [Association] has full power and authority to enter into and perform this Agreement;
- (b) [Association] is an association validly subsisting under the laws of [Country] with corporate power to carry on its business; and,
- (c) neither the entering into nor the delivery of this Agreement, nor the carrying out of the obligations of [Association] hereunder will result in the violation of:
 - (i) any of the provisions of the constating documents or by-laws of [Association];
 - (ii) any agreement or other instrument to which [Association] is a party or is bound; or
 - (iii) any applicable law or regulation; and
- (d) the execution and delivery of this Agreement, and the performance of the covenants and agreements herein contained, are not restricted by, and do not conflict with any arrangements, obligations, contracts, agreements, or instruments to which [Association] is a party, other than those disclosed to MAC by [Association] or any applicable law or regulation.

9. COVENANTS OF LICENSEE

- 9.1. [Association] acknowledges that the Licensor has granted the right to use the **TSM** Trademark, primarily upon the Licensor's reliance upon the qualifications of members of [Association].
- 9.2. [Association] hereby agrees that it shall not assign or transfer, by way of gift or otherwise, without the prior written consent of the Licensor, any interest in this Agreement.
- 9.3. The covenants and agreements contained above are essential to this Agreement and each covenant is reasonable and necessary to protect the interests of both Parties. Each of such covenants and agreements is separate, distinct and severable from each other. The enforceability of any such covenant or agreement shall not affect the validity or enforceability of any other such covenant or agreement, or of any other provision of this Agreement.

10. CHANGES

- 10.1. The Licensor may change, alter, expand, de-emphasize, or discontinue (together "**Change**") in whole or in part, any protocols and procedures, indicators, concept, plan, practice, policy, method, or strategy forming a part of **TSM**, which was previously provided to [Association], without incurring any obligation or liability to [Association], provided that the Licensor notifies [Association] in writing of such Change. Prior to making any material Change described above, the Licensor will consult with [Association] and seek [Association]'s input and suggestions relating to the substance and implementation of such Changes.

11. PUBLICITY

- 11.1. [Association] may use or include **TSM** and TSM Trademarks in its programs, brochures, and website, in accordance with the objectives of this Agreement.

12. TERM AND TERMINATION

- 12.1. The Term (the "**Term**") of this Agreement shall commence effective upon the signing of this Agreement and shall remain in full force and effect on a perpetual basis, unless sooner terminated in accordance with the provisions of this Agreement.

12.2. This Agreement may be terminated:

- (a) at any time by mutual written consent of the Parties;
- (b) immediately, in the event either party makes an assignment for the benefit of its creditors or consents to the appointment of a trustee in bankruptcy or a receiver or a receiver-manager for either party or a substantial portion of its properties; or a trustee in bankruptcy or a receiver or a receiver-manager is appointed for either party or a substantial part of its properties without such party's consent and not discharged within 60 days; or bankruptcy, arrangement or liquidation proceedings are entered into by or against either party and if instituted against either party, are consented to by such party or remain undismissed for 60 days; or if either party makes a proposal to its creditors under the *Bankruptcy and Insolvency Act* (Canada) or commences proceedings under the *Companies' Creditors Arrangement Act* (Canada) as such statutes may be amended from time to time; applicable or similar legislation in [Country] or if either party takes any steps to wind up or terminate such party's corporate existence otherwise than pursuant to a *bona fide* internal corporate reorganization which has no material detrimental impact on such party's ability to perform its obligations hereunder; or,
- (c) by either party effective immediately upon notice to the other party in the event of any material breach or default by such other party of any provision in this Agreement, if such party shall have first given written notice to such other party of such breach or default and such breach or default shall not have been remedied within 90 days after receipt of such written notice.

12.3. MAC may terminate this Agreement and the License granted herein should [Association] be in breach of this agreement or the License; or should [Association] delay, in MAC's reasonable judgement, in the implementation of **TSM BRAND** such that the opportunity to adopt **TSM BRAND** in Country may be frustrated or impaired; or should [Association] fail, to the satisfaction of MAC, to fully adopt and implement **TSM BRAND** in Country within five years from the date hereof; or should there be a fundamental change in the nature, status, ownership or operations of [Association]. MAC shall give **[Association]** 90 days notices of the breach or default and should the breach or default not be remedied to MAC's reasonable satisfaction within such 90 day period MAC may by written notice to [Association] to terminate this Agreement and the License granted hereunder with immediate effect, whereupon Organization name shall return to MAC all

documents and information relating to the **TSM BRAND** trademark and logo and Organization name shall not be at liberty to use, for any reason whatsoever, any of the information provided to Organization name by MAC related to the **TSM BRAND** trademark or logo.

12.4. [Association] may terminate this Agreement if it determines that, for reasons beyond its control, it is no longer able to fulfill its obligation under this Agreement or if it fails to develop TSM in [Country] as stipulated under this Agreement.

12.5. The failure of a party to terminate this Agreement for any of the reasons specified in the foregoing shall not in any way be deemed a waiver of such party's rights in respect thereof or otherwise limit its rights to enforce the obligations of the other party hereunder.

13. OBLIGATIONS ON TERMINATION

13.1. Upon the termination of this Agreement for any reason, [Association]'s right to the use of TSM and MAC Trademarks and any derivatives thereof, shall immediately cease.

14. DISPUTE RESOLUTION

14.1. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives of each party.

15. NOTICES

15.1. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom it is addressed:

- (a) on the date presented in person; or
- (b) on the date hand delivered or delivered by email or in accordance with the address for notice set out below, provided that, if such notice is not received prior to 5:00 p.m. on a business day, it shall be deemed to be received at the commencement of the next business day; or five business days following the date of mailing to the address for notice set out below if sent by registered mail.

15.2. The respective address for notice for each party hereto, unless otherwise stipulated by one party giving notice in writing to the other, is:

(a) MAC:

Mining Association of Canada
275 Slater Street, Suite 1100
Ottawa, Ontario, Canada
K1P 5H9

Attention: President and Chief Executive Officer
Telephone: 613-233-9391
Fax No.: 613-233-8897

(b) [Association]:

[Address]

[Country]

Attention: [Title]

Telephone: [Phone Number]

16. LAW

16.1. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Ontario and the laws of Canada and to treat this Agreement having been made in the Province of Ontario.

17. AMENDMENTS

17.1. This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each party.

18. WAIVERS

18.1. No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provision of this Agreement, including without limitation, this Section 18.1, shall be effective otherwise than by an instrument in writing dated subsequent to

the date hereof, executed by a duly authorized representative of the Party making such waiver.

19. COUNTERPART EXECUTION

19.1. This Agreement may be executed in counterparts, no one copy of which need be executed by the Parties. A valid and binding contract shall arise if counterpart execution pages are executed and delivered by the Parties. It is hereby acknowledged by the parties that MAC policy requires two authorized MAC representatives execute agreements.

20. GENERAL

The Parties agree that the following additional provisions shall apply to this Agreement:

20.1. [Association] may not assign this Agreement or any portion of its interest herein or subcontract the performance of the services contemplated herein without the express written consent of MAC, which may be withheld in its sole and absolute discretion.

20.2. Whenever any term or condition of any schedule or appendix attached hereto conflicts with or is at variance with any term or condition of the body of this Agreement, the terms of this Agreement shall prevail.

20.3. Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

20.4. The provisions contained in all documents and agreements collateral hereto shall always be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. No amendment shall be made to this Agreement unless in writing and signed by the Parties. This Agreement supersedes all other agreements, documents, writings, and verbal understandings among the Parties relating to the subject matter hereof.

20.5. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

- 20.6.** In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 20.7.** All fees, costs and expenses incurred in connection with this Agreement and any agreements contemplated herein shall be paid by the Party incurring such cost or expense.
- 20.8.** Unless otherwise expressly stated elsewhere in this Agreement, the covenants, representations, warranties, liabilities and indemnities contained in this Agreement will survive the termination of said Agreement for the benefit of the Parties for a period of two years from the date of the termination of this Agreement and the parties agree that any rule of law, equity or statute to the contrary, is hereby waived.
- 20.9.** The Parties intend to hold preliminary discussions concerning the establishment in due course of a non-profit non-governmental independent secretariat to hold and administer the intellectual property rights in **TSM BRAND** and that affiliate-licensees, including [Association] and its counterparts in other countries will participate in good faith in this initiative.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the date first above written by their respective officers hereunder duly authorized.

MINING ASSOCIATION OF CANADA

Per: _____
Name: Pierre Gratton
Title: President and Chief Executive Officer

[ASSOCIATIN]

Per: _____
Name: [Name]
Title: [Title]

Schedule A

The Mining Association of Canada has identified the following minimum categories of requirements that must be present in order that a Licensee may make use of the **TSM BRAND**:

1. Guiding Principles
2. Performance Indicators
3. Facility-level Reporting
4. Independent Verification
5. Public Reporting of Facility Level Reporting
6. Community of Interest Advisory Body
7. Condition of Membership

The agreement is not intended to be prescriptive on how these minimum requirements are implemented by [Association], only to prescribe that they must be present in some form. Should [Association] desire to make use of the structures established by MAC, the terms of the agreement allow for all **TSM BRAND** components developed by MAC to be used by [Association]. Likewise, should the Licensor desire to adopt innovative components of **TSM BRAND** developed by [Association], the agreement will allow for reciprocity.

1. Guiding Principles – [Association] must develop a set of guiding principles related to the environmental and social goals and commitments of [Association] and its participating organizations. These principles developed in consultation with Communities of Interest (COI) shall serve as the commitments of [Association] on behalf of its member companies with respect to responsible environmental and social performance.
2. Performance Indicators – Performance indicators are to be developed with the intent of measuring action aimed at implementing the Guiding Principles. It is through these indicators that facilities demonstrate their progress to responsible practice. *Performance indicators should be developed or amended, with COI advisory body involvement, with the aim to incentivize continuous improvement and development.* [Association] is encouraged to adopt the performance indicators developed by the MAC but this is not a requirement. This Agreement provides the latitude for [Association] to amend MAC's performance indicators,

as they see fit, to reflect jurisdictional differences (legal, cultural, community, etc.). Amendments should be made in consultation with the amender's COI advisory body.


3. Facility-level Reporting – Progress must be measured against [Association]'s performance indicators at the facility level.
4. Independent Verification – To ensure the credibility of both **TSM BRAND** and the data being reported by facilities, it is necessary for [Association] to develop and implement an appropriate framework for the independent verification of performance being reported against the indicators.
5. Public Reporting of Facility Level Performance – [Association] must develop a mechanism to publicly report facility level performance against the adopted indicators.
6. Community of Interest Advisory Body – [Association] must establish COI oversight of some form. The specific nature of an advisory body is at the discretion of [Association] but which must include challenging interests and representative of a broad spectrum of societal perspectives. The advisory body is not intended to be a decision-making body although that is not precluded by this Agreement.
7. Condition of Membership – [Association] must in a manner appropriate for [Association] implement the **TSM BRAND** as a condition of membership for all member operators, like the application in Canada. [Association] has discretion to determine the threshold and/or appropriateness for the application of this condition to small mine operators and other members and the timeframe for implementation of this provision. [Association] also has the obligation to seek approval for the condition of membership through its own governance processes.

Schedule B

Table of TSM BRAND Protocols and Indicators

TSM Protocols

Communities and People				Environment and Climate Change			
Indigenous and Community Relationships	Crisis Management and Communications Planning	Safety and Health	Prevention of Child and Forced Labour	Tailings Management	Biodiversity Conservation Management	Water Stewardship	Climate Change
Community of Interest (COI) identification	Crisis management & communications preparedness	Policy, commitment and accountability	Preventing forced labour	Tailings management policy and commitment	Corporate biodiversity conservation commitment, accountability and communications	Water Governance	Corporate Climate Change Management
Effective COI engagement and dialogue	Review	Planning, implementation and operation	Preventing child labour	Tailings management system	Facility-level biodiversity conservation planning and implementation	Operational Water Management	Facility Climate Change Management
Effective Indigenous engagement and dialogue	Training	Training, behavior and culture		Assigned accountability and responsibility for tailings management	Biodiversity conservation reporting	Watershed Scale Planning	Facility Performance Targets and Reporting
Community impact and benefit management		Monitoring and reporting		Annual tailings management review		Water Reporting and Performance	
COI response mechanism		Performance		Operation, maintenance and surveillance (OMS) manual			


 The Mining Association of Canada
 L'association minière du Canada

5

SCHEDULE "C"

APPLICATION NUMBER:

1214788

REGISTRATION NUMBER:

TMA645658

STATUS:

REGISTERED

FILED:

2004-04-19

FORMALIZED:

2004-04-30

ADVERTISED:

2005-02-16

REGISTERED:

2005-08-15

REGISTRANT:

THE MINING ASSOCIATION OF CANADA
1100 - 275 Slater Street
Ottawa
K1P 5H9
ONTARIO

REPRESENTATIVE FOR SERVICE:

MACERA & JARZYNA LLP
1200-427 LAURIER AVENUE WEST
P.O. BOX 2088, STATION D
OTTAWA
ONTARIO K1P 5W3

TRADE-MARK (Word):

TOWARDS SUSTAINABLE MINING

DISCLAIMER TEXT:

The right to the exclusive use of the words SUSTAINABLE MINING is disclaimed apart from the trade-mark.

INDEX HEADINGS:

TOWARDS SUSTAINABLE MINING

GOODS:

(1) Printed educational materials namely booklets, reports, pamphlets and other informational publications.

SERVICES:

(1) Association services namely promoting the interests of the mining industry and public awareness to the actions and strategies of the mining industry in relation to meeting the mineral, metal and energy product needs of society, by initiating and coordinating the development and establishment of a responsible approach to be taken by members of the mining industry to meet society's needs for minerals, metals and energy products; facilitating the development of the industry's positions and strategies relating to the growth and development of the mining and mineral-processing industry for the benefit of Canadians; and organizing meetings, conferences and seminars and providing educational materials.

CLASSIFICATION DATA:

The Classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

16 - Paper and printed goods

35 - Advertising, marketing, promotional, business administration, office functions

41 - Education; providing of training; entertainment, sporting and cultural activities

CLAIMS:

Used in CANADA since November 2001.

Action Information

<u>ACTION</u>	DATE	BF	COMMENTS
Filed	2004-04-19		
Created	2004-04-28		
Formalized	2004-04-30		
Search Recorded	2004-09-08		
Examiner's First Report	2004-09-08	2005-01-08	

Approved	2005-01-18	
Extracted for Advertisement	2005-02-02	Vol.52 Issue 2625 2005/02/16
Advertised	2005-02-16	Vol.52 Issue 2625
Allowed	2005-05-06	
Allowance Notice Sent	2005-05-06	2005-11-06
Registered	2005-08-15	
Rep for Service Changed	2016-10-03	From: 9861 To: 5888 / Voir Preuve au dossier/See evidence on File No. 1214789
Amendment to Registration	2016-10-03	Owner Address Change / Voir Preuve au dossier/See evidence on File No. 1214789

FOOTNOTES:

OWNER ADDRESS CHANGE/CHANGEMENT D'ADRESSE DU PROPRIÉTAIRE:

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 03 oct/Oct 2016

COMMENTS/COMMENTAIRES: Voir Preuve au dossier/See evidence on File No. 1214789

APPLICATION NUMBER:

1214789

REGISTRATION NUMBER:

TMA645329

STATUS:

REGISTERED

FILED:

2004-04-19

FORMALIZED:

2004-04-30

ADVERTISED:

2005-02-23

REGISTERED:

2005-08-04

REGISTRANT:

THE MINING ASSOCIATION OF CANADA
1100 - 275 Slater Street
Ottawa
K1P 5H9
ONTARIO

REPRESENTATIVE FOR SERVICE:

MACERA & JARZYNA LLP
1200-427 LAURIER AVENUE WEST
P.O. BOX 2088, STATION D
OTTAWA
ONTARIO K1P 5W3

TRADE-MARK (Word):

TSM

INDEX HEADINGS:

TSM

GOODS:

(1) Printed educational materials namely booklets, reports, pamphlets and other informational publications.

SERVICES:

(1) Association services namely promoting the interests of the mining industry and public awareness to the actions and strategies of the mining industry in relation to meeting the mineral, metal and energy product needs of society, by initiating and coordinating the development and establishment of a responsible approach to be taken by members of the mining industry to meet society's needs for minerals, metals and energy products; facilitating the development of the industry's positions and strategies relating to the growth and development of the mining and mineral-processing industry for the benefit of Canadians; and organizing meetings, conferences and seminars and providing educational materials.

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CLAIMS:

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Action Information

<u>ACTION</u>	DATE	BF	COMMENTS
Filed	2004-04-19		
Created	2004-04-28		
Formalized	2004-04-30		
Search Recorded	2004-09-16		
Examiner's First Report	2004-09-16	2005-01-16	
Correspondence Created	2004-12-03	2005-04-03	
Approved	2005-01-18		
Extracted for Advertisement	2005-02-09		Vol.52 Issue 2626 2005/02/23
Advertised	2005-02-23		Vol.52 Issue 2626
Allowed	2005-05-13		
Allowance Notice Sent	2005-05-13	2005-11-13	
Registered	2005-08-04		
Rep for Service Changed	2016-10-03		From: 9861 To: 5888 / Voir Preuve au dossier/See evidence on File No. 1214789
Amendment to Registration	2016-10-03		Owner Address Change / Voir Preuve au dossier/See evidence on File No. 1214789

FOOTNOTES:

***OWNER ADDRESS CHANGE/CHANGEMENT D'ADRESSE DU
PROPRIÉTAIRE:***

DATE REGISTERED/DATE DE L'ENREGISTREMENT: 03 oct/Oct 2016

COMMENTS/COMMENTAIRES: Voir Preuve au dossier/See evidence on
File No. 1214789