BARRICK

Low Risk Scope of Work Form

Document Reference:	Revision Number	Original Issue Date	Review Date
BGC-CORP-FORM-003	0	January 20, 2025	January 18, 2030

Project Name	**Paste plant corrosion Protection**
Site Location:	**Paste Plant**
Risk Rating of SOW: **(Based on Pre-Bid Risk Assessment)**	☐ **Low** ☒ **Medium** *(Check one)*

Approver	Name	Signature	Date
Technical Representative	JP Kalend		05 July 2026
Safety Only Required for medium risk projects	Kakule Kateteya Jacques		10 July 2026

1. Project Overview 3
2. General Description of Work 3
3. Health and Safety Requirements 6
4. Environmental Requirements 7
5. Social Requirements 8
6. Certifications and Competencies 10
7. SOW Management 10
8. Appendix 11

1. PROJECT OVERVIEW

Outline the specific deliverables, objectives and boundaries of the project.

PROJECT DESCRIPTION

The SIMMS report of 2025 raised issues leading to failure of certain structural elements and repair to the identified structures is now very critical and a project was raised for the execution on thereof.

This RFR outlines the necessary Requirements of resources and skills to deliver completion of the SIMMS Structural repair and Corrosion Repair work restoring and extending the service life of the plant assets.

Repairs will focus on: Paste Plant

- Compress Air Pipe Repair & Replace
- Mixer corroded Chequered plates replacement
- Corroded cable rack replaces
- Handrail, grating replacement and kicks plate replacement
- Sand Blas ng &Corrosion Protection
- QC/QA

2. GENERAL DESCRIPTION OF WORK

2.1. DELIVERABLES (KPI'S)

Deliverable	Description	Expected Date
Deliverable 01	**Belt Filter structures,780 m² corrosion protection, 35m of handrail and 568 m² of grating work to be done. Required action:Erect Scaffold,Remove the old or corroded grating,Blast and repair if required structural point,Mask and fill in any services or defects on members, Stripe coat structural members, Coat members as per the required BAR147-Kibali-REV01-Repair-Procedure-Corrosion-Protection_Rev01_18-112025, Install new grating, stairs and kick plates and Dismantle scaffold and hand back access to operation**	2027/08/31
Deliverable 02	**Conveyor structure CV - 01 Conveyor structures, 360 m² planned blasting and coating required with 45m of handrail and 388 m² of grating that needs to be actioned. Required action: Erect Scaffold, Corroded grating removal, Blast and repair if required structural points,Mask and fill in any services or defects on members, Stripe coat structural members Coat members as per the required BAR147-Kibali-REV01-Repair-Procedure-Corrosion Protection_Rev01_18-112025, Install new grating and Dismantle scaffold and hand back access to operation**	2027/08/31
Deliverable 03	**Mixer Platform and tailing tank, 720 m² and will require to follow the Procedure for Blasting and Painting thereof, Structural Elements also required is replacement of 40m of handrail and 1000 m² of grating and 90 m² of mixer platform chequered plates. Required action: Erect Scaffold, Remove of the corroded or old grating and kick plates, Blast and repair if required structural points, Mask and fill in any services or defects on members,Stripe coat structural members, Coat members as per the required BAR147-Kibali-REV01-Repair Procedure-Corrosion Protection_Rev01_18-112025, Installed new grating and kick plates and Dismantle scaffold and hand back access to operation**	2027/08/31
Deliverable 04	Click or tap here to enter text.	Click or tap to enter a date.
Deliverable 05	Click or tap here to enter text.	Click or tap to enter a date.

Deliverable 06	Click or tap here to enter text.	2026/06/30

2.2. PROJECT LOCATION

Provide an address and describe the specific location of the scope of work.

Kibali Gold Mine, Paste Plant

2.3. EQUIPMENT AND TOOLS REQUIRED

List all equipment and tools required to perform the Job.

Items supplied by Contractor

- 20 Labours(supervisors, Painters, sandblasting operators, Scaffolders and boilermakers) for sand blasting, gratings, air pipeline,cable racks replacement and corrosion protection coating
- PPE- blast suits, appropriate blasting helmets, respirators, gloves, safety boots, fall protection equipment and ear protection
- blasting machines, grinders,Sands and consumable for sand blasting and structural coating.
- Scaffold Erectors to build and dismantle in the paste plant
- SS Handrail pipes with End bends
- 2''x6000 mm air pipes
- Kick plates

- Understand and trained according to the Corrosion Protection Procedure BAR147-Kibali-REV01-Repair Procedure Corrosion Protection_Rev01_18-11-2025.
- Approved Safety File and work being done to a high level of quality
- Compliance with the QC/QA Procedure

Items supplied by Barrick

Scaffoldings
Compressed air supply
Paints
Grating and stairs
Cable racks

2.4. INSURANCE AND WARRANTY REQUIREMENTS

Provide list of applicable insurances or warranties.
Requirements to be identified by the Contract Specialist

Click or tap here to enter text.

2.5. PROJECT RISK IDENTIFICATION

All project risks shall be identified within the Pre-Bid Risk Assessment taking into consideration all safety, environmental and community risks. Please attach the Pre-Bid Risk assessment to this document.

3. HEALTH AND SAFETY REQUIREMENTS

The Contractor shall apply all requirements established in Barrick's Health and Safety standards, as well as policies and procedures. The Contractor must consider all the requirements to prepare and submit a specific health and safety plan for the project using Barrick's Safe Work Plan form (please attach).

3.1 SPECIFIC SAFETY REQUIREMENTS

List the specific safety requirements associated with the job/work and all applicable procedures.
Full PPE for all personeel involved in blasting and coating operations Air monitoring for dust, silica or harzadous particles Establishement of exclusion zones with signage and barriers. Obtain confined space permit and ensure all critical controls are in place before commencing the task LOTOTO of feed pumps and valves linked to the equipments before commencing the task Daily toolbox talks and risk assessments Emegency plan and first aid availability

3.2 HEALTH AND SAFETY PROCEDURES

List all applicable Health and Safety operational procedures.

Full PPE for all personeel involved in blasting and coating operations
Air monitoring for dust, silica or harzadous particles
Establishement of exclusion zones with signage and barriers.
Obtain confined space permit and ensure all critical controls are in place before commencing the task
LOTOTO of feed pumps and valves linked to the equipments before commencing the task
Daily toolbox talks and risk assessments
Emegency plan and first aid availability

4. ENVIRONMENTAL REQUIREMENTS

The Contractor shall apply all the requirements established in Barrick's Environmental Guidelines for Contractors, comply with Barrick's Environmental Policy, and meet all other applicable environmental requirements, procedures or standards to present the specific environmental management plan for the project if applicable.

4.1 ENVIRONMENTAL SPECIFIC REQUIREMENTS

List the specific Environmental requirements associated with the job/work and all applicable procedures.

Implement containment to prevent airborne dust and abrasive escape
Collect and segregate used abrasive and debries
Prevent soil contamination,water and drainage system
Dispose waste in accordance with KGM environmental regulations
Use dust suppression.

4.2 ENVIRONMENTAL PROCEDURES

List all applicable Environmental operational procedures.

Implement containment to prevent airborne dust and abrasive escape
Collect and segregate used abrasive and debries
Prevent soil contamination,water and drainage system
Dispose waste in accordance with KGM environmental regulations
Use dust suppression.

5. SOCIAL REQUIREMENTS

For the development of this project, the Contractor must apply all the social requirements established in Barrick's social performance policy, with the objective to support the company's social commitment to sustainable development.

5.1 SOCIAL SPECIFIC REQUIREMENTS

List the specific social requirements associated with the job/work and all applicable procedures.

Need to comply to KGM social policies

5.2 SOCIAL PROCEDURES
List all applicable Social operational procedures.
Need to comply to KGM social policies

6. CERTIFICATIONS AND COMPETENCIES

Mark an X in the box next to all applicable certifications and competencies.

COMPETENCE	Applies	COMPETENCE	Applies
Fall From Heights	☒	Fire (Hot Work)	☒
Confined Space	☐	Hazardous Substances	☒
Stored Energy (LOTOTO)	☒	Excavations and Penetration (trenching)	☐
Lifting	☒	Working with High Voltage Lines	☐
Hazards Recognition/ Risk Assessment	☒	Mobile Equipment	☒
Blasting and Explosives	☐	Other:	☐

Other Applicable Competencies/Certifications

Fall protection certification

7. SOW MANAGEMENT

The following documents must be attached when submitting this form to the Contract Specialist:

- ☒ Pre-Bid Risk Assessment
- ☐ Reference Documents: Images, documents, drawings
- ☐ Other: Click or tap here to enter text.

8. APPENDIX

Documents:
Drag and drop documents from your files here...

Images/drawings:
Drag and drop images from your files here...

KIBALI GOLDMINES SA
TENDER PACKAGE NOTE / BIDDER SUBMISSION FORM

Paste Plant Corrosion Protection Services — Request for Rates (RFR)

Document Reference	Revision	Issue Date	Tender Status
BGC-CORP-TND-001	0	For Issue to Bidders	**OPEN — RFR**
Project	**Site**	**Risk Rating**	**Currency**
Paste Plant Corrosion Protection	Kibali Gold Mine, Paste Plant, DRC	**MEDIUM**	**USD**

This note accompanies the Tender Pack. It tells you (the Bidder) what is included, what you must complete and return, and every document you must submit for your bid to be considered **responsive and eligible for evaluation**. Bids that are incomplete against the mandatory checklists in Sections 4–6 may be rejected without further evaluation.

1. TENDER PACK CONTENTS (provided to you)

- Scope of Work (SOW): BGC-CORP-FORM-003 — Paste Plant Corrosion Protection, incl. deliverables, area measurements, equipment split, and HSE/environmental/social requirements.
- Priced Bill of Quantities (BOQ) — re-measurable, unit-rate pricing template to be completed.
- Draft Goods & Services Contract — Paste Plant Corrosion Protection Services (terms you will be bound by on award).
- Pre-Bid Risk Assessment: BGC-CORP-FORM-002 (Rev 0) — fatal-risk and critical-control baseline.
- Repair procedure reference: BAR147-Kibali-REV01 — Repair Procedure Corrosion Protection, Rev01, 18-11-2025 (governing coating standard).

2. WHAT YOU MUST COMPLETE AND FILL IN

2.1 Bill of Quantities (mandatory)

- **Enter a rate against EVERY line in the yellow input cells. Section A rates ($/m²) must be all-inclusive of labour, consumables, equipment, access/scaffolding use, supervision and overhead unless separately priced in Sections B/C.**
- **Lines left blank or entered as 0 will be deemed included at no charge and will NOT be paid separately.**
- Confirm your Overhead & Profit % and VAT rate. Prices are fixed for the term (no escalation); the contract is re-measurable and paid on measured, certified quantities.
- **Invoicing is milestone-based: you invoice within 5 Business Days after the Company certifies Completion of each milestone in the Schedule 1 milestone table; payment follows within 30 days, less 10% retention. Ensure your BOQ rates can be allocated to those milestones (Belt Filter, Conveyor CV-01, Mixer Platform & Tailing Tank, and cable racks/air-piping/close-out).**
- Price only what the Contractor supplies. KGM free-issues scaffolding, compressed-air supply, paints, grating and stairs, and cable racks — do NOT price these as materials. You DO price: the sandblasting plant, sand/abrasive, grinders and tools; blast-suit PPE; SS304 handrail and end bends; galvanised 2″ air pipe and fittings; kick plates; and all labour (including scaffold erect/dismantle).
- Note the 36-month Defects Correction Period (Goods and Services): retention and the 10% performance bond are held over that window, so price the financing/warranty risk into your rates.
- State your assumed man-day basis if different from the 312-day (12-month) programme.

2.2 Contract particulars (to be completed on award)

- Registered contractor name, incorporation details, registration number and registered address.
- Contractor's Representative: name, title, address, telephone and email.
- Confirmation of currency (USD), delivery point (DDP Site), and acceptance of the payment, retention, performance-security and delay-damages terms in Schedule 2.

2.3 Technical & programme submissions

- Method statement for surface preparation and coating aligned to BAR147-Kibali-REV01, including containment, dust suppression and QA/QC hold points.
- One-year Gantt/execution programme aligned to the Schedule 1 milestone table (M1 mobilisation through M5 close-out), covering simultaneous execution of the Belt Filter, Conveyor CV-01 and Mixer Platform zones, with overall Completion by 31 August 2027.
- Proposed workforce (20 core: supervisors, painters, sandblasting operators, scaffolders, boilermakers) with CVs/competencies, and QA/QC plan per the QC/QA procedure.

3. HOW TO SUBMIT & HOW BIDS ARE EVALUATED

- Submit three clearly separated files/envelopes: (A) Commercial & company documents [Section 4]; (B) Safety documents [Section 5]; (C) Priced BOQ, technical method & programme.
- All documents must be current, legible and, where required by DRC law, notarised or officially certified. Provide certified French/English translations where applicable.
- Mandatory pass/fail gates: complete Commercial pack (Section 4), complete Safety pack approved by KGM OHS (Section 5), and a fully priced BOQ. Failure at any gate may render the bid non-responsive.
- Evaluation basis: compliance (pass/fail) → HSE capability → technical merit → commercial (best value on measured rates, not lowest headline total).
- Sign the acknowledgement in Section 6 and return the completed checklists with your bid.

4. COMMERCIAL DOCUMENTS TO BE SUBMITTED (mandatory)

Tick each item to confirm inclusion. Where an item is not applicable, state the reason in writing.

#	Document required	Purpose / what it confirms	Incl.
1	Registered company name	Legal identity of the bidding entity	☐
2	Company owners / ownership status	Beneficial ownership & control (sanctions / anti-corruption screening)	☐
3	Physical & postal address, telephone, email	Contactable, verifiable place of business	☐
4	Company registration certificate	Proof of legal incorporation	☐
5	VAT registration letter (if applicable)	Confirms VAT status for correct invoicing	☐
6	Commercial registry certificate (RCCM)	DRC commercial registration	☐
7	National ID card / passport — company representative	Identity of authorised signatory	☐
8	Supplier banking details (Notification bancaire)	Verified account for EFT payment	☐
9	ARSP certificate	Subcontracting authority compliance (DRC)	☐
10	INPP certificate	Vocational training levy compliance	☐
11	CNSS documentation	Social security registration & good standing	☐
12	Quitus Fiscal	Tax clearance / good standing certificate	☐
13	ONEM document	National employment office registration	☐
14	Company profile (Statut Notarié & Acte notarié)	Notarised constitution & standing	☐
15	Special authorisation in domain	Sector-specific licence to operate	☐
16	Tax registration (Tax No. & Import/Export Tax No.)	Fiscal & customs identification	☐
17	Updated insurance documents	Evidence of cover per Contract Schedule 4	☐

5. SAFETY DOCUMENTS TO BE SUBMITTED (mandatory)

Per Section B of the KGM Contractor Safety Standard. The safety file must be approved by KGM OHS.

#	Document required	Purpose	Evidence to submit	Incl.
1	Existing safety file approved by KGM OHS	Meets Section B of the KGM Contractor Safety Standard	Approved safety file (permits, RAs, training, emergency plans)	☐
2	Safety performance indicators	Demonstrates how safety is measured	Safety KPI reports; 3-year statistics	☐

#	Document required	Purpose	Evidence to submit	Incl.
3	Safety plan	Approach to safety during the works	Site-specific Safety Plan	☐
4	Safety policy	Top-management commitment to “Journey to Zero”	HSE Policy signed by management	☐
5	Safety manual / procedures	Safe work procedures for blasting, coating, access, housekeeping	HSE/Safety Manual; SOPs	☐
6	Safety professionals (1 in 50)	One qualified Safety Officer per 50 employees	CVs & certs; project workforce strength; No. of appointed Safety Officers	☐
7	Training plans & documentation	Inductions, refreshers, competency assessments	Training matrix; TNA; training & attendance records; competency certs	☐
8	Audit system	Internal & external safety audit processes	Audit schedule; sample reports; audit manual per ISO standard	☐
9	Health surveillance	Medical surveillance & fitness-to-work	Medical fitness certs; occupational health & surveillance program; inspection records	☐
10	Incident management	Reporting, investigating & closing out incidents/near-misses	Incident forms; RCA examples; incident management procedure	☐
11	Risk management	Identification, assessment & mitigation for the works	Risk register; JHAs; risk management manual & procedures	☐
12	Work rosters	Fatigue management & compliance with KGM rules	Work schedule; shift rotation plan	☐
13	Fitness for work	Alcohol/drug testing, fatigue & return-to-work	Fitness-for-work policy; test records; drug & alcohol policy	☐
14	Contractor ISO certification (OHSAS 18001 / ISO 45001)	Certified OH&S management system	Valid ISO certificate (if certified)	☐
15	Safety personnel qualification	Competence of appointed safety personnel	Detailed CVs & qualifications	☐
16	3-yr lagging KPI stats (LTIFR & TRIFR)	Lagging-indicator performance, plan vs actual	KPI performance records (LTIFR, TRIFR, near misses)	☐

6. BIDDER ACKNOWLEDGEMENT

The Bidder confirms it has read the SOW, draft Contract, Pre-Bid Risk Assessment and BAR147-Kibali-REV01; has priced every BOQ line; and has enclosed all Commercial (Section 4) and Safety (Section 5) documents listed above.

Role	Name	Signature	Date
Authorised representative (Bidder)			
Company stamp			

For KGM use only — bid received and screened:

Contract Specialist	Commercial pack complete	Safety pack (OHS approved)	Responsive Y/N
	☐	☐	

BILL OF QUANTITIES — PASTE PLANT CORROSION PROTECTION (KIBALI GOLD MINE)

Currency: USD, exclusive of VAT unless stated. Re-measurable unit-rate contract — the Company pays for measured, certified quantities at the tendered rates.

INSTRUCTIONS TO BIDDER

1. Insert a rate in EVERY yellow cell in the 'Rate (PU $)' column. Lines left blank or entered as 0 will be deemed included at no charge and will NOT be paid separately.

2. Section A rates ($/m2) must be ALL-INCLUSIVE of labour, consumables, equipment, access/scaffolding use, supervision and overhead for that activity, unless that resource is separately priced in Sections B/C.

3. Do not change quantities, formulas or the grey/green cells. Only the yellow input cells and the Overhead & Profit % (cell D48) are editable.

4. Prices are fixed for the contract term (no escalation). The contract is re-measurable: totals below are a not-to-exceed budgetary ceiling for tender comparison only.

5. VAT is shown separately at the DRC statutory rate (16%). Retention of 10% applies per the contract payment terms (Schedule 2).

6. Man-days assume a 12-month programme (312 working days = 52 weeks x 6 days). State any different basis in the Comment column.

Item	Description	Qty	No.	Unit	Rate (PU $)	Amount (PT $)	Comment
A	**WORK TO BE PERFORMED (all-inclusive unit rates — bidder to price every line)**						
A1	Belt filter structures — sandblasting surface prep	780	1	m2		-	*Prep to Sa2.5 per BAR147-Kibali-REV01*
A2	Belt filter structures — protective coating (2 coats)	1560	1	m2		-	*1080 stripe + full coat*
A3	Conveyor CV-01 structures — sandblasting surface prep	360	1	m2		-	
A4	Conveyor CV-01 structures — protective coating (2 coats)	720	1	m2		-	
A5	Mixer platform & tailing tank — protective coating (2 coats)	1440	1	m2		-	
A6	Electrical cable racks 500x2000 mm — remove & install (KGM-supplied)	100	1	Each		-	*Install only; material by KGM*
A7	Mixer platform & tailing tank — sandblasting surface prep	720	1	m2		-	
A8	Grating, stairs & kick plates — remove & install (KGM-supplied)	2046	1	m2		-	*Install only; material by KGM*

	Subtotal A — Work to be Performed					**-**	
B	**MATERIALS, CONSUMABLES & EQUIPMENT SUPPLIED BY CONTRACTOR**						
B1	Supply & install SS304 handrail 1" + end bend SCH20	120	1	m		-	
B2	Consumables (abrasives media handling, masking, misc.)	1	1	Lot		-	
B3	Sandblasting machine, welding machines & grinders (mob.)	1	1	Lot		-	*Equipment provision*
B4	Sand / abrasive media	40	1	tons		-	
B5	Galvanised pipe 2"x6000 mm SCH40 & fittings	20	1	each		-	
	Subtotal B — Materials & Equipment					**-**	
C	**LABOUR (man-days x number of persons x day rate)**						
C1	Painters & sandblasting operators	312	10	m-day		-	*52 wks x 6 days*
C2	Boilermakers	312	4	m-day		-	
C3	Supervisors	312	2	m-day		-	
C4	Scaffolders (erect & dismantle)	312	4	m-day		-	
	Subtotal C — Labour					**-**	

PRICE SUMMARY

	Direct cost — Subtotal A + B + C		**-**	
	Overhead & Profit (bidder to enter %) →		-	
	Subtotal before VAT		**-**	
	VAT (DRC statutory rate) →		-	
	TOTAL TENDERED PRICE (incl. VAT)		**-**	

	Memo: Retention @10% of certified progress (released 50% at Practical Completion, 50% after 36-mth defects perioc	-	
	Memo: Performance security @10% of Subtotal before VAT (on-demand bond/guarantee before Start Date)	-	

Dated **20**26

KIBALI GOLDMINES SA

AND

[CONTRACTOR]

PASTE PLANT CORROSION PROCECTION SERVICES CONTRACT

CONTENTS

1. COUNTRY SPECIFIC CONDITIONS 4
2. SPECIFIC CONDITIONS 4
3. PRIORITY 4
1. DEFINITIONS 5
2. INTERPRETATION 9
3. SUPPLY OF GOODS AND SERVICES 9
4. HEALTH AND SAFETY 10
5. CONDITIONS AS TO QUALITY 10
6. CONTRACTOR'S OBLIGATIONS 11
7. KEY PERFORMANCE INDICATORS 12
8. REPRESENTATIVES 12
9. PERSONNEL 12
10. PLANT AND EQUIPMENT 13
11. INVOICING AND PAYMENT 13
12. TITLE AND RISK 14
13. DEFECTS 15
14. TERMINATION 15
15. SUSPENSION 17
16. FORCE MAJEURE 17
17. INSURANCE 17
18. LIABILITY AND INDEMNITY 18
19. INTELLECTUAL PROPERTY 19
20. CONFIDENTIAL INFORMATION AND PUBLICITY 20
21. TAXES 21
22. ASSIGNMENT AND SUBCONTRACTING 22
23. DISPUTE RESOLUTION 22
24. NOTICES AND MANNER OF DELIVERY 23
25. INCONSISTENCY BETWEEN PARTS OF THIS CONTRACT 23
26. CORRUPTION AND TRADE CONTROLS 23
27. AUDIT AND RETENTION OF DOCUMENTS 26
28. REPRESENTATIONS and warranties 27
29. GENERAL 28

Schedule 1 – GOODS AND SERVICES ..... **Error! Bookmark not defined.**
Schedule 2 – CONTRACT PRICE 32
Schedule 3 – KEY PERFORMANCE INDICATORS 35
Schedule 4 – Insurance requirements 36
[TO DELETE ANY OF THE INSURANCES THAT DO NOT APPLY TO THIS SPECIFIC CONTRACT] 36
Types of Insurances and Requirements to Insurance Companies 36
Proof of Insurance 37
Schedule 5 - IP REQUIREMENTS 39
MODEL CLAUSES ..... **Error! Bookmark not defined.**
MODEL INTELLECTUAL PROPERTY PROVISION (insert as replacement clause) . **Error! Bookmark not defined.**
Supply Timetable and Delay Damages Model Clause ..... **Error! Bookmark not defined.**
1. SUPPLY OF GOODS AND SERVICES (replace clause 3) ..... **Error! Bookmark not defined.**
2. DELAY LIQUIDATED DAMAGES (insert as Clause 8) ..... **Error! Bookmark not defined.**

GOODS AND SERVICES CONTRACT
CONTRACT SPECIFICS

Company (clause 1)	Kibali Goldmines SA, a company incorporated in Democratic Republic of Congo and having its registered office address at 4239 Avenue Tombal Baye 3eme Etage de l'Immeuble Le Prestige, Commune de la Gombe Ville de Kinshasa, Democratic Republic of Congo, with registration number, CD/KIN/RCCM/14-B-3832, together with its legal successors in title (the "**Company")**
Company's Representative (clause 1)	[Insert name, title] Address: [ ] Telephone: [ ] Facsimile: [ ] Email: [ ]
Completion Date(s) (clause 1)	**As per the Milestone and Completion Table in Schedule 1 (Goods and Services). Each milestone has its own Completion Date; overall Completion no later than 31 August 2027. The milestone table also governs Invoicing (clause 11.3).**
Contractor (clause 1)	[Insert Contractor Company], a company incorporated in [insert] and having its registered office address at [address], with registration number, [insert], together with its legal successors in title (the **"Contractor")**
Contract Price	**As set out in the priced, re-measurable Bill of Quantities accepted by the Company (Schedule 2), in USD and exclusive of VAT. Re-measured against certified quantities at the tendered rates; the tendered BOQ total is a not-to-exceed budgetary ceiling and work is paid on measure.**
Contractor's Representative (clause 1)	[Insert name, title] Address: [ ] Telephone: [ ] Facsimile: [ ] Email: [ ]
Country	Democratic Republic of Congo
Currency (clause 1)	**United States Dollars (USD). All rates, prices and payments under this Contract are denominated and payable in USD.**

Defects Correction Period (clause 1)	(a) For the Goods: 36 months from Completion in respect of the last supply of the Goods to be supplied in accordance with the terms of this Contract. (b) For the Services: 36 months from the date on which a Service is last performed.
Delivery Point (clause 1)	**Kibali Gold Mine, Paste Plant, Democratic Republic of Congo — Delivered Duty Paid (DDP, Incoterms 2020) to Site. All contractor-supplied materials and the performance of all Services are to Site.** or as otherwise agreed in writing between the Parties.
End Date (clause 1)	The earlier of: (a) the date on which Completion occurs; and (b) the date this Contract is terminated under clause 14.
Goods (clause 1)	The goods, materials and/or other items described in Schedule 1, and any items which are necessary or incidental to those so described.
Governing Law (clause 1)	The laws of **the Democratic Republic of Congo**
Import Taxes and Duties	**Payable by the Contractor and included in the Contract Price (Contractor bears all import taxes, customs duties and clearance costs on its imported materials/consumables so that the Contract Price is firm; where KGM's mining-code exemptions can be used, the Contractor shall pass the benefit to the Company).**
Insurance Requirements (Schedule 4)	**Applicable**
Invoicing Date (clause 11.3)	5 (five) Business Days following Completion according to the milestone table.
IP Requirements (Schedule 5)	**Applicable**
Goods and Services/Scope of Work (clause 1)	The services and, if applicable scope of work, as described in **Error! Reference source not found.**, any services which are necessary or incidental to those so described and the services required to be performed to deliver the Goods in accordance with the Contract.
Site (clause 1)	Kibali Gold Mine, Democratic Republic of Congo

Start Date (clause 1)	[X]
Plant and Equipment (clause 10)	**CONTRACTOR-SUPPLIED (at the Contractor's cost, clause 10): sandblasting machine(s) and accessories, abrasive/sand, grinding machines (7" & 4"), welding machines, all blasting/coating consumables, blast-suit PPE and all other tools required for the Works. COMPANY (KGM) FREE-ISSUE: scaffolding, compressed-air supply, paints, grating and stairs, and cable racks. For the avoidance of doubt, the sandblasting plant, sand/abrasive and sandblasting PPE are the CONTRACTOR's responsibility, not the Company's. See the responsibility tables in Schedule 1.**
Payment (clause 11)	**Progress payments will be made based on invoices received for actual work completed and certified against the milestones in the Schedule 1 milestone table. The Contractor submits a milestone invoice within 5 (five) Business Days after Completion of the relevant milestone (Invoicing Date, clause 11.3); the Company's Representative measures and certifies the work, and the Company pays within thirty (30) days of receipt of a valid, compliant tax invoice in the next scheduled payment run (clause 11.8), less 10% retention. No payment is due for uncertified, rejected or defective work until rectified and re-certified.**
Contractor's liability (clause 18.3(a))	**An amount equal to one hundred percent (100%) of the Contract Price, provided that the liabilities listed in clause 18.4 (including death or personal injury, damage to third-party property, HSE and environmental liability, breach of clause 26, IP and tax indemnities, and the obligation to rectify Defects) are not subject to this cap.**
Address for notices (clause 24)	[insert address details for both Parties]
Date of this Contract	[Insert date on which last Party signs this Contract]

SPECIFIC CONDITIONS

The following Country Specific Conditions apply in addition to the Standard Terms and Conditions.

1. COUNTRY SPECIFIC CONDITIONS

NOT APPLICABLE

2. SPECIFIC CONDITIONS

NOT APPLICABLE

3. PRIORITY

To the extent of inconsistency between these Country Specific Conditions, the Other Specific Conditions and the Standard Terms and Conditions contained in this Contract, then for the purposes of interpretation of this Contract the order of priority shall be:

1. the Country Specific Conditions;
2. the Specific Conditions;
3. the Standard Terms and Conditions.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In this Contract (unless the context otherwise requires):

Affected Party has the meaning given to this term in clause 16.1.

Anti-Corruption Laws means all applicable Laws, regulations or policies relating to the prevention of bribery, corruption and money laundering to which the Parties and their Related Entities are subject (including the Foreign Public Officials Act (Canada), the U.S. Foreign Corrupt Practices Act (FCPA), and Articles 147 to 149 of the DRC Penal Code on the offence of bribery of public officials.

Anti-Corruption Policies means the ethics and anti-bribery policies of Barrick Mining Corporation, which are available on the public website of Barrick Mining Corporation or otherwise notified to the Contractor, in each case as updated, amended, supplemented or replaced them from time to time.

Authority means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, in each case with jurisdiction.

Barrick Mining Corporation means the company of that name incorporated under the laws of British Columbia, Canada and having its registered office at 323 Alexander Street, Vancouver, BC V6A 1C4, Canada.

Barrick Mining Group Company means Barrick Mining Corporation and/or any of its Related Entities.

Barrick Policies and Procedures includes any policy, procedure, publication or guideline of Barrick Mining Corporation (as amended from time to time).

Business Day means a day that is not a Saturday, Sunday, a public holiday or a bank holiday in the place concerned when the relevant act is or may be done.

Claim means any dispute or difference between the Parties arising in connection with this Contract or the Goods or Services at Law or in equity.

Company means the entity named as such in the Contract Specifics, together with its legal successors and permitted assigns.

Company's Representative is the person named as such in the Contract Specifics or any replacement thereof notified to the Contractor.

Completion means delivery of any Goods to the Delivery Point and the completed performance of all Services, in each case in accordance with the Contract.

Completion Date(s) means the date(s) for Completion specified in the Contract Specifics.

Confidential Information has the meaning given to this term in clause 20.1.

Consequential Loss means loss of production, loss of profit or anticipated profit, loss of opportunities or any special, exemplary or punitive damages.

Contract means this agreement and includes (in the order of precedence) the Contract Specifics, the Specific Conditions, these Standard Terms and Conditions, any purchase order, and all other schedules, attachments and annexures.

Contract Price means the aggregate of the amounts payable to the Contractor in respect of the Goods and Services, calculated in accordance with Schedule 2 including all Taxes (save for applicable VAT) and any additions and deductions, which may be allowed in accordance with this Contract.

Contract Specifics means the schedule of contract information with that name forming part of this Contract.

Contractor is the entity or entities named in the Contract Specifics together with its legal successors and assignees.

Contractor's Representative is the person named as such in the Contract Specifics or any replacement thereof notified to the Company.

Defect means any aspect of the Goods or the Services not in accordance with this Contract, or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Goods or Services, and **Defective** shall be construed accordingly.

Defects Correction Period means the period stated as such in the Contract Specifics.

Delivery Point means the place for the delivery of the Goods specified in the Contract Specifics.

End Date has the meaning set out in the Contract Specifics.

Full Title Guarantee means title free of any liens, charges, security interests or encumbrances of any nature whatsoever (or claims of privileges, liens, charges, security interests or encumbrances of any nature whatsoever) over the Goods.

Force Majeure Event means a natural disaster such as cyclone, hurricane, flood, fire or earthquake, war, revolution, embargo, riot, act of terrorism, or civil disturbance or any event which is beyond the control of the Party affected by that event or cannot be prevented or remedied by the exercise of a reasonable standard of care and diligence or the expenditure of a reasonable sum of money.

Goods means the goods specified as such in the Contract Specifics (including any part thereof).

Good Industry Practice means using the standards, practices, methods and procedures, complying with Laws and exercising the degree of skill, care, diligence, prudence and foresight which would be expected from a properly skilled and competent international market leading contractor in the mining sector experienced in providing goods and/or services (as the case may be) of a similar type, nature and complexity to the Goods and/or Services.

Government Official includes:

(a) an officer or employee of any governmental, semi-governmental or judicial entity or authority, independent or otherwise, including any provincial government, local-level government, any statutory or public body established under a law, any state-owned or state-controlled entity or corporation, or any instrumentality of any government;

(b) any person acting in an official capacity on behalf of any of the foregoing;

(c) an officer, employee or official of a political party;

(d) a candidate for political office; or

(e) an official or employee of a public international organization.

Governing Law means the governing law specified in the Contract Specifics.

Insolvency Event means, in respect of either Party, any of the following events whereby a Party:

(a) becomes insolvent;

(b) enters into official management or a scheme of arrangement with creditors or any class or group of creditors;

(c) has a receiver and/or manager appointed to it or any asset or undertaking;

(d) has an administrator, provisional liquidator or liquidator appointed;

(e) has any secured or other creditors take possession, or appoint an agent to take possession, of any asset;

(f) is affected by any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction; or

(g) is affected by any similar or equivalent events having force of Law which applies to the Party.

Intellectual Property (or **IP)** means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.

Intellectual Property Rights (or **IP Rights**) means all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields. These rights include:

(a) all rights in all applications to register these rights; and

(b) all renewals and extensions of these rights.

Invoice means an invoice submitted by the Contractor in accordance with clause 11 or a recipient created tax invoice generated by the Company which meets all of the requirements of a valid invoice for VAT purposes in the Country.

KPIs means the key performance indicators set out in Schedule 3 (if any).

Law means:

(a) the present or future requirements of any statute, directive, regulation, code, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation, common law or equity;

(b) the lawful requirements, directions or instructions of any Governmental Agency; and

(c) the listing rules and procedures of any applicable stock exchange.

OFAC means the U.S Department of Treasury, Office of Foreign Assets Control.

OHS & E means occupational health, safety and environment.

Party means the Company or the Contractor, and **Parties** means both of them.

Personnel means directors, employees, agents, contractors and subcontractors but a reference to the Company's Personnel excludes the Contractor and the Subcontractors.

Plant and Equipment means plant, equipment, tools, appliances or other property and items required for the performance of the Contractor's obligations under the Contract.

Related Entity means, in relation to a Party or other entity, a body corporate which is a controlling company, or a controlled company, or a controlled company of a controlling company, of that Party or other entity. For the purposes of this definition, "**control**" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

Representative means the Company's Representative or the Contractor's Representative, as the context may require.

Sanctioned Person means:

(a) a person or entity with whom United States persons or entities are restricted from doing business under the regulations of OFAC (including those persons and entities named on the OFAC Specially Designated and Blocked Persons List and the Sectoral Sanctions Identifications List);

(b) a person or entity designated in any Ivorian, European Union, United Kingdom, Canada or any other applicable jurisdiction (including the jurisdiction of incorporation of the Contractor) or under other applicable sanctions regime including, but not limited to the EU consolidated list of persons, groups and entities subject to EU financial sanctions, Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated Canadian Autonomous Sanctions List, or HM Treasury's Consolidated List of Financial Sanctions Targets;

(c) a person or entity placed on the World Bank blacklist (being the list of firms and individuals ineligible to be awarded a World Bank financed contract, published by the World Bank at www.worldbank.org/debarr); and/or

(d) a person or entity placed on the United Nations Security Council Consolidated List, as any such list may be updated from time to time; or

(e) a person or entity owned or controlled by, or acting on behalf of, or at the direction of, any of the foregoing.

as any such list may be updated from time to time.

Services means the services specified as such in the Contract Specifics and Schedule 1 (including any part thereof).

Site means the place described as such in the Contract Specifics as the place for the performance of the Services or the use or storage of the Goods by the Company.

Site Standards and Procedures means the standards, specifications, policies, procedures and matters as applicable to the supply of the Goods and/or Services on the Site and any updates, amendments, supplements, replacements thereto or any other guidelines, rules or requirements, notified to the Contractor in writing from time to time.

Specific Conditions means the conditions of that name which form part of this Contract.

Standard Terms and Conditions means these Standard Terms and Conditions set out in this Contract.

Start Date means the date specified as such in the Contract Specifics.

Subcontractor means any person engaged by the Contractor to perform any part of its obligations under this Contract and includes consultants, subcontractors, suppliers and other contractors.

Tax means all present and future taxes, fees, levies, duties, imposts, assessment, royalties, tariffs, fees and charges imposed or assessed in respect of this Contract by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty, excise, and stamp duty as well as interest penalties and additions thereto.

VAT means value-added tax, goods & services tax or any tax analogous thereto, but excludes any statutory late payment interest or penalties.

2. INTERPRETATION

In this Contract:

(a) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, calendar month, a calendar quarter or a calendar year;

(b) headings and bold type are for convenience only and do not affect the interpretation of this Contract;

(c) no rule of construction or provision of this Contact applies to the disadvantage of a Party on the basis that the Party was responsible for the preparation of this Contract or any part of it;

(d) a reference to 'use' in the context of a licence of Intellectual Property from one party to the other is a reference to 'use, copy, adapt, modify, exercise, test, install, operate, maintain, manage, support and repair' within the scope of the licence which is granted;

(e) a monetary amount referred to in this Contract is a reference to the Currency;

(f) specifying anything in this Contract after the words 'include, 'including', 'for example' or similar expressions does not limit what else is included; and

3. SUPPLY OF GOODS AND SERVICES

3.1 This Contract shall come into full force and effect on the date of this Contract and end on the End Date, unless terminated earlier in accordance with the provisions of this Contract.

3.2 The Contractor shall perform the Services and deliver the Goods in accordance with this Contract.

3.3 The Contractor shall:

(a) deliver the Goods (and copies of all relevant instruction manuals relating to the Goods) to the Delivery Point not later than the Completion Date(s);

(b) provide the Company with 48 hours prior notice of the time the Goods will be delivered to the Delivery Point;

(c) mark each package with details of the item number, Delivery Point, contents, quantity, date of delivery, method of dispatch and weight of the package;

(d) perform the Services with due expedition and without delay; and

(e) perform the Services from the Start Date and complete performance of the Services not later than the Completion Date(s).

3.4 The Parties acknowledge and agree that the appointment of the Contractor is non-exclusive and the Company may, as it sees fit, contract with other third parties for the procurement or

provision of goods and/or services that are either comparable or unrelated to the Goods and/or Services. The Contractor shall cooperate with such third parties and coordinate its activities with those of such third parties, as reasonably required by the Company.

3.5 The Contractor acknowledges and agrees that time is of the essence for the delivery of the Goods and performance of the Services.

3.6 If the Contractor encounters events or circumstances, which have resulted in, or might reasonably be expected to result in delivery of the Goods or completion of the Services later than the Completion Date(s), the Contractor shall immediately notify the Company thereof and the reason(s) and extent of the delay. The Company may then, by written notice to the Contractor, amend the Completion Date(s) as it considers appropriate, acting reasonably. The Contractor shall not be entitled to any increase in the Contract Price or any damages, costs or expenses in connection with such amendment of the Completion Date(s).

4. HEALTH AND SAFETY

4.1 The Contractor and the Company acknowledge that the health and safety of all persons affected by the performance of the Contract is at all times the paramount consideration in the undertaking and completion of the Services and the supply of Goods.

4.2 The Contractor shall ensure that:

(a) the supply of Goods and/or performance of Services complies at all times with all applicable Laws, including all Laws relating to OHS&E;

(b) the supply of Goods and/or performance of Services complies at all times with this Contract, Barrick Policies and Procedures notified by the Company or Company's Representative and Good Industry Practice.

4.3 The Contractor and its Personnel must at all times, when present at Site, comply with the Site Standards and Procedures and not cause, permit or tolerate an unsafe act, circumstance or condition over which the Contractor has control, at the Site, and must, at its cost, comply with directions from the Company to modify or stop any activity that the Company considers or ought to reasonably consider as unsafe.

4.4 If any Contractor's Personnel damage property while at the Site, the Contractor must promptly, at the Company's absolute discretion, either make good, or reimburse the Company for the cost of making good, the damage and pay any compensation that the Law requires the Contractor to pay.

4.5 Without prejudice to the foregoing provisions of this clause 4.5, the Contractor shall clearly label any hazardous Goods as such and comply with, and implement the requirements of, any applicable Laws and any Barrick Policies and Procedures notified by the Company or Company's Representative in relation to the packaging, labelling or delivery of hazardous Goods.

5. CONDITIONS AS TO QUALITY

5.1 The Contractor must ensure that:

(a) the Goods supplied by the Contractor and the Services match the description and specifications of the Goods and Services in this Contract and comply with any standards specified in this Contract therefor;

(b) the Goods are free from Defects, are new and of merchantable quality, and are fit for the purposes set out in, or which a skilled and experienced contractor in the position of the Contractor would reasonably infer from, this Contract;

(c) the Services are performed by appropriately qualified, experienced and trained Contractor's Personnel, comply with the standards specified in this Contract, and are fit for the purposes set out in, or which a skilled and experienced contractor in the position of the Contractor would reasonably infer from, this Contract;

(d) it and its Personnel shall exercise the level of care and skill usually exercised in accordance with Good Industry Practice in the performance of its obligations under this Contract;

(e) the Company has the full benefit of any manufacturer's warranties that may be applicable to the Goods (and the Contractor must pursue any manufacturer's warranties on the Company's behalf if the Company so requests).

5.2 The Company or the Company's Representative may reject the Goods or any part of them upon their arrival at the Delivery Point, if in their reasonable opinion such Goods do not conform to the requirements of this Contract. If the Goods or any part of them are rejected because they do not conform to the requirements of this Contract, the Contractor shall immediately arrange to replace the rejected Goods with new Goods in accordance with the requirements of the Contract. As an alternative to rejecting the Goods or any part of them, the Company, at its sole discretion, may agree with the Contractor to accept the Goods subject to a commensurate reduction of the Contract Price, which shall be the difference between the value that the conforming goods would have had at the time of delivery and the value of the goods delivered at the that time. In this case, the Company may deduct, set-off or withhold the difference from payment to be made to the Contractor under this Contract or otherwise recover it as a debt due from the Contractor to the Company.

6. CONTRACTOR'S OBLIGATIONS

6.1 The Contractor must, in performing the Services and/or delivering the Goods to the Delivery Point and performing its obligations under this Contract:

(a) comply with all reasonable instructions from the Company;

(b) not interfere with the Company's activities or the activities of any other person at the Site and immediately vacate the Site when requested to by the Company;

(c) be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with, all applicable Laws, Site Standards and Procedures;

(d) ensure that the Contractor's Personnel entering the Company's premises perform the Services in a safe manner and are properly qualified for, and skilled in, the performance of their tasks;

(e) obtain, at the Contractor's expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the supply and hire of the Goods and the performance of its obligations under this Contract;

(f) provide all information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety investigation in connection with this Contract or the Services;

(g) ensure that all its Personnel meet the requirements applicable in the Country to enter the Site (including necessary vaccination); and

(h) leave the Company's premises secure, clean, orderly and fit for immediate use, having regard to the condition of the Company's premises immediately prior to the performance of Services.

(i) comply . with all applicable Greenhouse Gas Emissions (**GHG**) reporting regulations applicable to Contractor's performance hereunder. The Contractor acknowledges

that the Company may be required to report certain actions with respect to GHG emissions attributable to the Company's operations and the Contractor agrees to promptly provide information reasonably requested by the Company to comply with its reporting obligations.

7. KEYPERFORMANCE INDICATORS

7.1 The Contractor must supply the Goods and perform the Services under this Contract so as to achieve the KPIs.

7.2 If the Contractor fails to achieve a KPI during each period specified in Schedule 3, the Contract Price payable will be adjusted as set out in Schedule 2.

8. REPRESENTATIVES

8.1 Each Party will appoint a Representative who will be authorised to act on behalf of the Party that appointed the Representative in relation to this Contract. Without limiting the Company's rights, the Company's Representative may exercise all of the Company's rights and functions under this Contract (including giving directions), other than the right to terminate this Contract or amend the terms of the Contract.

8.2 The Company and the Contractor acknowledge and agree that they will not make any claim or pursue any legal action against a Representative whether in contract, tort (including negligence), equity, statute or otherwise, save that nothing in this clause 8.2 releases the Company or the Contractor from any liability arising out of the conduct of its Representative that the Company or the Contractor would otherwise have to the other.

8.3 Either Party may replace their Representative by written notice to the other Party at any time.

8.4 Where this Contract requires the Contractor to indemnify the Company, the Contractor shall also be required to indemnify the Company's Representative on the same terms.

9. PERSONNEL

9.1 The Contractor must, at the Contractor's cost:

(a) engage and provide the services of all personnel who are required to perform the Contractor's obligations under this Contract;

(b) where the Contractor's Personnel are required to access the Site, manage and supervise the Contractor's Personnel working at the Site and procure their compliance with the Site Standards and Procedures;

(c) promptly provide the Company with all information the Company requires regarding the Contractor's Personnel;

(d) ensure that all Contractor's Personnel who are engaged in performing the Contractor's obligations under this Contract have completed the appropriate training and competency assessments in order to work on the Site and have met and complied with the Company's requirements for access to the Site.

9.2 The Contractor shall at all times remain responsible for the behaviour of the Contractor's Personnel.

9.3 The Company may require the removal from the Site of any Contractor's Personnel who, in the Company's reasonable opinion, may be unsuitable or have breached the Site Standards and Procedures.

10. PLANT AND EQUIPMENT

10.1 Unless this Contract provides otherwise, the Contractor must supply all Plant and Equipment, at the Contractor's expense.

10.2 Any Plant and Equipment supplied by the Company shall only be used for the purposes of fulfilling the Contractor's obligations under this Contract.

10.3 The Contractor must compensate the Company for any loss or damage to the Company's premises or property (including any Company Supplied Plant and Equipment) resulting from any acts or omissions of the Contractor or the Contractor's Personnel.

11. INVOICING AND PAYMENT

11.1 In consideration of the due and proper performance of this Contract by the Contractor, the Company will pay to the Contractor the Contract Price.

11.2 Unless this Contract expressly provides otherwise, the Contract Price is:

(a) inclusive of all charges, including insurance, premiums and costs, leave entitlements, freight, packaging, packing and delivery costs and Taxes (other than VAT);

(b) inclusive of the cost of any miscellaneous services of a kind which are commonly provided with goods and services of the same or a similar nature to the Goods and Services and any miscellaneous items of a kind which are commonly used or supplied in conjunction with goods and services of the same or a similar nature to the Goods and Services; and

(c) not subject to rise and fall, escalation or review.

11.3 No later than each Invoicing Date, the Contractor must provide to the Company an invoice which must comply with clause 11.4.

11.4 A Contractor Invoice must:

(a) be provided using an electronic invoicing system if directed to by the Company;

(b) refer to a purchase order number (if any) and this Contract, including the line item numbers on the purchase order (if any);

(c) include a detailed description of the delivered Goods or performed Services, including the date of delivery or period of Services in respect of which the Invoice relates and the relevant quantity;

(d) include a Company name, Company registration number, registered tax number and VAT number;

(e) detail the Contract Price relating to the relevant Goods or Services, broken down to reflect the Contract Price components as set out in Schedule 2; and

(f) set out the amount of any applicable VAT.

11.5 The provision of an Invoice that complies with the requirements of clause 11.4 is a precondition to the Contractor’s right to payment for the Goods or Services which are the subject of a Contractor Invoice.

11.6 If any Invoice does not contain the information required by clause 11.4, the Company may return it to the Contractor, in which case the Contractor must submit a replacement compliant Invoice.

11.7 If the Company requests, the Contractor must provide the Company with all relevant records to calculate and verify the amount set out in any Invoice, failing which the Invoice may be rejected.

11.8 Subject to clause 11.9 and clause 11.10, the Company must pay all Invoices in the payment run that occurs immediately following the expiry of thirty (30) days after:

(a) the date on which the relevant Invoice is generated (in the case of a recipient created tax invoice); or

(b) the date on which the relevant Invoice is received from the Contractor (in all other cases).

11.9 If the Company disputes any Invoice,

(a) to the extent permitted by Law, the Company may withhold payment of the disputed part of the relevant Invoice pending resolution of the dispute;

(b) if the resolution of the dispute determines that the Company must pay an amount to the Contractor, the Company must pay that amount upon resolution of the dispute.

11.10 The Company may, set off, withhold or deduct any payment due to the Contractor under this Contract by any amount which the Contractor must pay the Company, including costs, charges, damages and expenses and any debts owed by the Contractor to the Company in relation to or in connection with this Contract or the Goods and Services. This does not limit the Company's right to recover those amounts in other ways.

11.11 Any money payable under this Contract is to be paid by electronic funds transfer to the Contractor's nominated bank account or by such other means as the Parties agree.

11.12 A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Goods delivered or the Services performed, or any part of the Goods delivered or the Services performed, were to the satisfaction of the Company but will only be taken to be payment on account.

12. TITLE AND RISK

12.1 Title to the Goods will pass from the Contractor to the Company on the earlier of delivery to the Delivery Point or when the Company pays for those Goods, subject to clause 12.3.

12.2 The Company bears all risk in the Goods when the Company takes delivery of those Goods at the Delivery Point, provided however that the Contractor will remain responsible for its acts and omissions.

12.3 If the Company or the Company's Representative rejects the Goods or any part of them upon their arrival at the Delivery Point because such Goods do not conform to the requirements of this Contract, title and risk will, upon rejection, revert to the Contractor.

12.4 The Contractor warrants that the Company will receive free and clear legal and beneficial title to, and free and quiet possession of, the Goods at the time title passes in accordance with clause 12.1.

12.5 The Contractor warrants that the Goods shall be sold by the Contractor and pass to the Company with Full Title Guarantee.

13. DEFECTS

13.1 If the Contractor becomes aware of any Defect in the Goods or Services, it must promptly notify the Company of the Defect in writing.

13.2 The Contractor must rectify all Defects in the Goods and Services, or replace any Defective Good or re-perform any Defective Service at its cost until the end of the Defects Correction Period in the time and manner specified by the Company (and if no time or manner is specified, then within a reasonable time and manner). If the Contractor fails to comply with this clause, the Company may rectify, replace or re-perform (or engage others to rectify, replace or re-perform) the Defective Goods and/or Services and the costs so incurred by the Company may be deducted, set off or withheld from payment to be made to the Contractor under this Contract or otherwise recovered as a debt due from the Contractor to the Company and/or treat the failure as a material breach of the Contract.

13.3 Notwithstanding clause 13.2, if, in the Company's view, a Defect creates a circumstance or condition that is unsafe, hazardous or a posing threat (or potential threat) to safety of persons or property, health or the environment, and which requires prompt rectification, then the Company is not obliged to give the Contractor an opportunity to make good the Defect before the Company rectifies, or engages others to rectify, the Defect at the Contractor's risk and cost. Where the Contractor has rectified a Defect under this clause 13, the rectified Goods or Services will be subject to a Defects Correction Period commencing on the date the Contractor rectified the Defect.

13.4 The rights and obligations under this clause 13 shall continue after the End Date.

14. TERMINATION

14.1 The Company may, in its absolute discretion and for any reason whatsoever, and without being obliged to give any reasons, end this Contract at any time by giving a 30 (thirty) days' written notice to the Contractor.

14.2 The Company may immediately terminate this Contract by notice in writing to the Contractor if:

(a) the Contractor commits a material breach of this Contract and either:

(i) the Company, acting reasonably, does not believe the material breach of this Contract is capable of remedy; or

(ii) the Company has provided a notice of breach and the Contractor fails to remedy that breach within the time specified in the notice of breach; or

(b) an Insolvency Event in respect of the Contractor occurs; or

(c) the Contractor suspends or ceases to carry on all or a substantial part of its business, or purports to do so; or

(d) the Contractor's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(e) incurs liabilities equal to or in excess of any of the limits specified in the Contract Specifics; or

(f) there is any breach of Clause 25; or

(g) the Contractor or any Related Entity is or becomes or is considered by the Company likely to become a Sanctioned Person.

14.3 The Contractor may terminate this Contract by giving a 30 (thirty) days' written notice to the Company:

(a) if the Company fails to make a payment due to the Contractor under the Contract and in respect of which there is no bona fide dispute as to the Company's liability to make the payment and the Contractor has provided a notice of default and the Company fails to remedy the non-payment within thirty (30) Business Days of the notice; or

(b) if an Insolvency Event in respect of the Company occurs.

14.4 If the Company terminates this Contract under clause 14.1 or the Contractor terminates this Contract under clause 14.3, the Company may engage other persons to perform the Services or supply the Goods or both; and must, as the Contractor's sole and exclusive remedy in respect of the Company terminating this Contract:

(a) in respect of any Services, subject to clause 11, pay the Contractor:

(i) for the Services performed prior to the date of termination for which payment has not been made; and

(ii) the relevant portion of the Contract Price allocated for demobilisation (and if not so allocated, demobilisation costs reasonably and properly incurred by the Contractor); and

(b) in respect of any Goods:

(i) subject to clause 11, pay the Contractor the Price for the Goods delivered to the Delivery Point prior to the date of termination for which payment has not been made; and

(ii) if the Contractor has shipped any Goods before the termination but the Goods have not been delivered to the Delivery Point at the time of termination, the Company must either:

(A) subject to clause 11, accept those Goods when delivered to the Delivery Point, provided they are free from Defects, and pay the Contract Price for them; or

(B) return the Goods to the Contractor (at the Company's expense, if the Goods are conforming to the Contract, or at the Contractor's expense if the Goods are found to have Defects at the visual inspection).

14.5 If the Company terminates this Contract pursuant to clause 14.2, then the Company is entitled to recover from the Contractor any costs, losses, damages and liabilities incurred or suffered by it or its Related Entities as a result of, or arising out of, or in any way in connection with, the termination or any preceding breach (including any extra costs incurred in procuring the Goods and/or Services from other suppliers).

14.6 Despite anything to the contrary in this Contract, if the Company terminates this Contract for a breach by the Contractor of clause 26 (other than clause 26.2(b)), the Company will have no obligation to return any Goods, make any payments, or otherwise provide compensation to the Contractor, unless the Company has received all government authorisations required to do so.

14.7 Except as set out in this clause 14, the Contractor will not be entitled to make, and the Company will not be liable for, any further Claim, including for any loss caused by the termination of the Contract.

15. SUSPENSION

15.1 The Company may at any time and for any reason give a written direction to the Contractor to suspend all or any part of the supply of the Goods or the Services, and if the Contractor receives a direction from the Company under this clause 15.1, the Contractor must immediately suspend the supply of the Goods or the provision of the Services.

15.2 The Company may at any time give a written direction to the Contractor to resume supply of the Goods or provision of the Services and if the Contractor receives such a direction, the Contractor must immediately resume the supply of the Goods or the provision of the Services.

15.3 If the Company gives a direction to suspend for any reason other than breach of this Contract by the Contractor or any act or omission by the Contractor or the Contractor's Personnel not authorised by this Contract, the Contractor is entitled to payment of its reasonable and verifiable costs incurred directly as a result of complying with the direction under clause 15.1.

15.4 Except to the extent provided in clause 15.3, the Contractor is not entitled to make, and the Company is not liable for, any Claim for or in connection with a direction given pursuant to clause 15.1.

16. FORCE MAJEURE

16.1 If a Party is affected by a Force Majeure Event ("**Affected Party**") it must as soon as practicable (and in any event within 5 Business Days from the day on which the Affected Party first knew of the Force Majeure Event) give written notice to the Party of the details or circumstances giving rise to the Force Majeure Event, the estimated delay in performance resulting from the Force Majeure Event and the steps that it intends to take to overcome or mitigate the Force Majeure Event.

16.2 Subject to clause 16.3, if an Affected Party is prevented or delayed in performing an obligation by or as a result of Force Majeure Event, the Affected Party will be excused from performing the obligation and the Affected Party will not be liable to the other Party for its failure or inability to perform the obligation during the time and to the extent that such performance is prevented or delayed.

16.3 The Affected Party must use all reasonable efforts in accordance with Good Industry Practices to mitigate the cause of, and the result of, the Force Majeure Event and to remedy the situation and resume its performance of its obligations under this Agreement as soon as possible.

16.4 If a Force Majeure Event prevents an Affected Party from performing substantially all of its obligations under this Agreement for a continuous period of 120 days, either Party may immediately terminate this Agreement by written notice to the other Party.

17. INSURANCE

17.1 From the Start Date until the end of the last Defects Correction Period (longer periods are applicable for Professional Indemnity Insurance), the Contractor must procure and maintain the insurances required by the applicable Laws and/or such insurances as the Company may require the Contractor to obtain in accordance with Insurance Requirements (if applicable) and such other insurances as are customarily engaged on a prudent basis to cover the business and assets of the Contractor.

17.2 The Contractor must ensure that its Subcontractors are insured as required by this clause 17, as appropriate, as if they were the Contractor.

17.3 The Contractor must, on or prior to the Start Date and otherwise when requested by the Company, provide to the Company certificates of currency and renewal certificates or other

evidence of compliance with this clause 17 reasonably required by the Company. Despite anything to the contrary in this Contract, the Company:

(a) has the right to refuse the Contractor (and any of the Contractor's Personnel) entry to the Company's premises; and

(b) is not obliged to pay, and may withhold payment of any amount owed by it to the Contractor without any interest accruing under this Contract,

unless and until the Company has been so satisfied. Nothing in this clause 17.3 will fix the Company with notice of the contents of any policy and will not be raised as a defence to any claim by the Company against the Contractor.

17.4 The insurance policies under this Contract are primary, and not secondary, to the indemnities referred to in this Contract. The effecting of any or all insurances as required by this Contract shall not in any way limit the liabilities or obligations of the Contractor to the Company under any other provision of this Contract.

17.5 If any event occurs which may give rise to a claim involving the Company under any policy of insurance to be taken out by the Contractor under this Contract, the Contractor shall:

(a) notify the Company within 14 (fourteen) days of that event; and

(b) ensure that the Company is kept fully informed of any subsequent actions and developments concerning the relevant claim.

18. LIABILITY AND INDEMNITY

18.1 The Contractor must indemnify, and keep indemnified, the Company and its Related Entities on demand from and against all costs, losses, claims, proceedings, demands and actions of any nature, whether actual or threatened, made against the Company or its Related Entities arising out of or in connection with:

(a) any breach of this Contract or applicable Law by the Contractor;

(b) any gross negligence, negligence, wilful misconduct or unlawful act or omission of the Contractor or Contractor's Personnel, or of any other person for whose acts or omissions the Contractor is liable;

(c) any claim that the Goods and/or Services or the Company's use or enjoyment of the Goods and/or Services infringes or allegedly infringes the Intellectual Property Rights of any person; or

(d) any Taxes, fines, penalties and associated liabilities paid, suffered or incurred by the Company after a request or demand to do so from any Authority in the Country, which the Contractor disputes, omits or otherwise refuses to pay in violation of applicable Laws,

except to the extent caused, or contributed to, by gross negligence or wilful misconduct of the Company or the Company's Personnel.

18.2 Except as set out in clause 18.4, neither Party will be liable to the other Party for any Consequential Loss suffered or incurred by the other Party in connection with this Contract.

18.3 Except as set out in clause 18.4:

(a) the Contractor's liability to the Company arising out of or in connection with this Contract is limited to the amount set out in the Contract Specifics; and

(b) the Company's liability to the Contractor arising out of or in connection with this Contract is limited to an amount equal to the Contract Price.

18.4 Nothing in clause 18.2 or clause 18.3 excludes or limits:

(a) a Party's liability:

(i) for a deliberate breach of this Contract or any wilful misconduct; or

(ii) in respect of fraud or fraudulent misrepresentation; or

(iii) in respect of liquidated damages (if any), reduction of the Contract Price under Schedule 2 (if any) or under any provision in this Contract where a debt or other payment is expressly recoverable; or

(iv) for the death of, or personal injury sustained by, an individual to the extent such death or personal injury was caused by the negligence or wilful misconduct of that Party or that Party's officers, employees or agents; or

(v) for any matter which cannot be excluded or limited by operation of applicable Law;

(b) the Contractor's liability:

(i) to indemnify the Company under clause 18.1(c) and (d);

(ii) to indemnify the Company pursuant to clause 18.1 in respect of damage to the property of a third party;

(iii) to indemnify the Company pursuant to clause 18.1 for breach of clause 25 by the Contractor;

(iv) to the extent that the Contractor is required by this Contract to procure and maintain insurance in respect of that liability;

(v) to the extent that the Contractor recovers any amount for which it is liable under this Contract from a Subcontractor or third party; or

(vi) to rectify any Defect.

18.5 The rights and obligations under this clause 18 continue after the End Date and extends to include any claims by the Contractor's Personnel and third parties whether or not specifically stated in clause 17.

19. INTELLECTUAL PROPERTY

19.1 Any and all Intellectual Property (present or future) created or coming into existence as a result of, for the purpose of, or in connection with the performance of this Contract (including all Intellectual Property developed by the Contractor or a Subcontractor in performing this Contract, any Intellectual Property created or developed jointly by the Parties in the course of or for the purposes of performance of this Contract, (the **Project IP**)) vests with the Company from the moment of its creation or coming or existence, and the Contractor hereby assigns all rights, title and interest in and to the Project IP to the Company (including, but not limited to, any Project IP created prior to, on or after the date of the Contract).

19.2 All the IP Rights to the Contractor's Intellectual Property (whether owned by the Contractor or licensed to the Contractor by a third party), which is in existence at the date of this Contract or comes into existence after the date of this Contract otherwise than in connection with this Contract remains vested in the Contractor and the Contractor grants to the Company a

worldwide, non-exclusive, perpetual, royalty-free, irrevocable, transferable licence (with the right to assign and sub-license such Contractor's IP) to use the Contractor's IP.

20. CONFIDENTIAL INFORMATION AND PUBLICITY

20.1 The Contractor must, and must ensure that the Contractor's Personnel:

(a) keep the Confidential Information in such a way as to ensure that it remains confidential and is not disclosed without the Company's prior written approval and not take any photographs of any part of the Company's operations and/or Sites;

(b) not advertise or make any public announcement or issue any media release regarding this Contract or the transactions contemplated herein without the Company's prior written approval;

(c) use Confidential Information only as necessary for the purposes of fulfilling its obligations under this Contract; and

(d) subject to clause 20.2, only disclose the Confidential Information to Related Entities or Contractor's Personnel who need the information to enable the Contractor to fulfil its obligations under this Contract or otherwise with the Company's prior written approval.

For the purposes of this clause 20, "**Confidential Information**" means:

(a) the terms of this Contract;

(b) all information (in any form) relating to the Company or its Related Entities made available to the Contractor at any time in connection with this Contract; and

(c) any information that concerns the business, operations, finances, plans, Personnel or customers of the Company or its Related Entities, which is disclosed to or acquired by the Contractor (including any information that is derived from such information),

but does not include information which:

(a) is or becomes public knowledge other than by a breach of this Contract; or

(b) has been independently developed by the Contractor without breach of this Contract or acquired by the Contractor from a source which was not subject to a duty of confidentiality to the Company or its Related Entities (but only if, to the Contractor's knowledge, the source is not prohibited from disclosing such Confidential Information to the Contractor).

20.2 Subject to clause 20.3, the Contractor's obligation not to disclose Confidential Information without the Company's prior written approval does not apply to disclosures to the extent that they are:

(a) required by Law (including disclosure to any stock exchange or to any Authority);

(b) by order of any court or tribunal; or

(c) made to its legal advisers, accountants or auditors that are subject to a confidentiality agreement on terms not less stringent than this clause 20.

20.3 Before making any disclosure pursuant to clause 20.2(a), the Contractor must:

(a) give the Company details of the reasons for the disclosure and a copy of the information the Contractor proposes to disclose;

(b) where reasonably possible, provide the Company with sufficient notice to enable the Company to seek a protective order or other remedy; and

(c) provide the Company with all assistance and co-operation which the Company considers necessary to prevent or limit that disclosure including by making such amendments to the terms of the disclosure, as may be requested by the Company.

20.4 The Contractor must, within 10 (ten) Business Days (or any other period agreed in writing by the Parties) after a direction by the Company to do so, return or destroy all Confidential Information in the Contractor's possession, power or control.

20.5 Notwithstanding the provisions of clause 20.4, the Contractor, its Related Entities and their respective legal, accounting and financial advisers may retain any Confidential Information which is required to be retained by Law or for the purposes of compliance with any relevant professional standards or insurance policies or where reasonably necessary to support any advice given to the Contractor or a Related Entity and for such period as required by Law.

20.6 Any Confidential Information retained under clause 20.5 will remain subject to the provisions of this clause 20 until it is destroyed.

20.7 The Contractor must inform the Company immediately if it becomes aware or suspects that there has been a breach of its obligations under this clause 20.

20.8 The rights and obligations under this clause 20 shall survive termination of this Contract and continue for 5 (five) years after the End Date.

21. TAXES

21.1 The Contractor must pay all Taxes to the relevant Authority. If the Contractor pays any Taxes on behalf of the Company, the Contractor must provide the Company with documentary evidence of the payment of those Taxes.

21.2 Where the Company believes it is required by Law to withhold or deduct any amounts with respect to or which relate to any Tax from any payment due to the Contractor, the Company shall be entitled to withhold or deduct such amounts.

21.3 Where a relevant Authority requires the Company to pay to it a withholding amount that exceeds the amount that was withheld or deducted under clause 21.2, the Company may provide the Contractor with proof from the relevant Authority that payment is required, request the Contractor to pay and the Contractor must pay the excess amount to the Company;

21.4 Whenever the Company withholds or deducts that amount from any payment due to the Contractor, the Company must give the Contractor a written notice of such amount withheld.

21.5 If any Goods are to be imported into the Country:

(a) the Contractor must supply all Documentation and do all that is reasonably necessary to assist the Company to obtain a tariff, customs, excise or importation concession, or any concession analogous thereto, in respect of those Goods; and

(b) the Company will be entitled to the sole and full benefit of any tariff customs, excise or importation concession, or any concession analogous thereto, granted in respect of those Goods.

22. ASSIGNMENT AND SUBCONTRACTING

22.1 The Contractor cannot assign, transfer, charge or otherwise dispose of any of its rights, interests or obligations in respect of this Contract without the prior written consent of the Company, which consent must not be unreasonably withheld.

22.2 The Company may assign its rights or delegate any obligation in respect of this Contract or novate the Contract to a Related Entity or a person financially capable of meeting its obligations, and the Contractor irrevocably consents to such assignment, delegation or novation. If required by the Company, the Contractor must enter into any document reasonably required to give effect to the assignment, delegation or novation.

22.3 The Contractor must obtain the approval of the Company before appointing any Subcontractor to perform any part of its obligations under this Contract. The Contractor is liable to the Company for the acts, omissions and/or defaults of any Subcontractor as if they were acts, omissions or defaults of the Contractor.

23. DISPUTE RESOLUTION

23.1 Where any dispute, controversy or claim arising out of or in relation to this Contract arises, a Party may give a notice of dispute to the other Party the (**Dispute**). Within twenty (20) Business Days of the notice (or any other period agreed in writing between the Parties), the Representatives (or their nominees) must confer to attempt to resolve the Dispute.

23.2 Notwithstanding the foregoing, any Dispute that has not been amicably resolved pursuant to clause 23.1 within 60 Business days shall be finally be resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce current at the date of reference (the **ICC Rules**) as amended herein:

23.3 pursuant to which the dispute shall be finally resolved on the basis that:

(a) there shall be one arbitrator;

(b) the Parties shall endeavour to agree on the nomination of the sole arbitrator but failing agreement between them within a period of fourteen (14) days after receipt of the claimant's request for arbitration, the arbitrator shall be appointed by the Court of Arbitration of the International Chamber of Commerce under the ICC Rules;

(c) the seat of the arbitration shall be London, England, save that the Parties expressly agree that leave to appeal under section 69(1) of the Arbitration Act 1996 or an application for the determination of a preliminary point of law under section 45 of the Arbitration Act 1996 may not be sought with respect to any question of law arising out of an award or in the course of the proceedings;

(d) the language of the arbitration shall be English;

(e) the Emergency Arbitrator Provisions of the ICC Rules shall not apply;

(f) notwithstanding the governing law clause, the arbitration and the agreement to arbitrate shall be governed by the law of England & Wales.

(g) the Parties agree to be bound by any decision, award or ruling of the arbitral tribunal under this clause 23 shall be final and binding on the Parties, and the Parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or relevant party or its assets.

23.4 Except as the tribunal or a competent judicial authority may determine, pending the resolution of any Dispute, both Parties must continue to perform their obligations under this Contract,

except in the case of a disputed Invoice under 11.9, in which case the Company is not required to pay the amount disputed.

24. NOTICES AND MANNER OF DELIVERY

24.1 Unless otherwise specified in this Contract any notice, approval, consent or other communication in relation to this Contract must be in writing, in the English language and delivered by the Permitted Method to the attention of the relevant Representative to the address for notices for the relevant Representative, out in the Contract Specifics.

24.2 A notice submitted in accordance with clause 24.1 is effective at the time stated in clause 23.5, and if this is after 5pm in the place of receipt, will be considered to be received on the next Business Day.

24.3 This clause does not prevent normal, day-to-day communications between the Parties taking place by email.

24.4 A notice given pursuant to clauses 14 and 23 may not be sent electronically by email or as an attachment to an email.

24.5 The Permitted Method means any of the methods set out in the first column below, the second column setting out the date on which a notice given by such Permitted Method shall be deemed to be given provided the notice is properly addressed and sent in full to the Notified Address:

(1) **Permitted Method**	**(2)** **Date on which notice deemed given**
Personal delivery	When left at the address for the relevant Representative on a Business Day, or, if not a Business Day or after 5pm, on the next Business Day
First class pre-paid post	Two Business Days after posting
Registered or International registered or prepaid air-mail	Seven Business Days after posting
E-mail	At the time shown in the delivery confirmation report generated by the sender's email system; or if the sender's email system does not generate a delivery confirmation report, within 12 hours of the time the email is sent, unless the sender receives a return email notification that the email was not delivered, undeliverable or similar, at the time which is within 12 hours from the time the email was sent

25. INCONSISTENCY BETWEEN PARTS OF THIS CONTRACT

25.1 To the extent of any inconsistency between the several parts of this Contract, the order of precedence set out in the definition of 'Contract' in clause 1 will apply.

26. CORRUPTION AND TRADE CONTROLS

26.1 **Anti-corruption and anti-fraud**

(a) Notwithstanding any other provision of this Contract, the Contractor shall at all times:

(i) comply with all applicable Anti-Corruption Laws;

(ii) comply with the Anti-Corruption Policies;

(iii) maintain in place throughout the duration of this Contract its own policies and procedures to ensure compliance with the Anti-Corruption Laws, the Anti-Corruption Policies and will enforce them where appropriate;

(iv) immediately report to the Company any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract; and

(v) immediately notify the Company in writing if a Government Official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor.

(vi) not, either directly or indirectly, pay any commission or fees or grant any rebates or other remuneration or gratuity to any employee, agent, or officer of the Company, Barrick or any of its affiliates;

(vii) immediately notify Barrick if any person solicits improper payments or other things of value from the Contractor in connection with Contractor's work on behalf of the Company and Barrick; and

(viii) ensure that no monies paid to it by Barrick under this Contract shall be used by the Contractor for bribery or similar illegal activity.

(b) The Contractor warrants and represents that in relation to this Contract:

(i) none of the officers, directors, or employees, shareholders (registered or beneficial), or individuals with a direct or indirect financial interest in the Contractor are Government Officials. The Contractor shall notify the Company promptly in writing if a Government Official acquires an ownership or beneficial interest in the Contractor, or become an officer or director of the Contractor.

(ii) it has not, and will not, promise, offer, give or authorize the giving of any payments or the provision of other things of value to any individual or entity to obtain business, to retain business, to receive an improper advantage, or to receive favoured treatment. These prohibitions apply even if payments of this kind are commonplace and accepted as a way of doing business in a given part of the world.

(iii) it has not received, agreed or attempted to receive the proceeds of or profits from a crime or agreed to assist any person to retain the benefits of a crime;

(iv) it will perform appropriate anti-corruption-related due diligence on any Subcontractor engaged to perform this Contract and inform any such Subcontractor of the Company's anti-corruption-related policies in advance of the Subcontractor performing services or receiving funds provided to the Contractor pursuant to this Contract.

(c) The foregoing representation and warranties shall be continuing in effect throughout the term of this Contract, and the Contractor shall immediately notify the Company in writing if any aspect of such representations and warranties ceases to be complete and accurate.

(d) In performance of the services in connection with this Contract, Contractor shall not use any subcontractors or third parties without the prior written consent of the Company.

Contractor shall require that any subcontractors used in connection with this Contract agree to the terms contained in this clause.

(e) Contractor and any subcontractor the Contractor uses in connection with this Contract shall provide such periodic certificates of compliance with this clause as may from time-to-time be reasonably requested in writing by the Company.

(f) Upon request from the Company, the Contractor shall make its books and records available for review so that the Company may confirm compliance with terms of this Contract.

(g) Contractor's failure to abide by this Section shall be deemed a material breach of this Contract, and:

(i) the Company shall have no further obligation to pay the Contractor;

(ii) the Contractor shall immediately repay the Company the amount of funds or value paid by Contractor to a third party in breach of this clause;

(iii) the Contractor shall hold harmless and indemnify on demand the Company for any losses, liabilities, costs, expenses (including attorneys' fees and court costs), penalties and sanctions related to or arising out of Contractor's breach of this clause; and

(iv) the Company shall be entitled to immediately suspend or terminate this Contract pursuant to clause 14 of this Contract.

26.2 **Sanctions**

(a) The Contractor shall ensure that:

(i) it complies with the export control and sanctions laws of the United States, European Union, Canada, and other applicable government authorities, including without limitation the Export Administration Regulations;

(ii) it will not infringe any embargo imposed by the European Union, United Kingdom, Canada, the United States, the United Nations or any other applicable jurisdiction (including the jurisdiction of incorporation of the Contractor), also considering the limitations of domestic business and prohibitions of by-passing;

(iii) in relation to goods, works or services provided by, or supplied to a third party by the Contractor, these are not intended for use in connection with armaments, nuclear technology or weapons, if such use is subject to prohibition or authorisation which has not been obtained; and

(iv) it complies with the regulations applicable to Sanctioned Persons concerning the trading with entities, persons and organisations listed therein

(b) The Contractor and any subcontractor the Contractor uses in connection with this Contract shall provide periodic certificates of compliance with this clause as may from time-to-time be reasonably requested in writing by the Company.

(c) The Contractor represents and warrants that it is not a Sanctioned Person and to the best of its knowledge, it is not likely to become a Sanctioned Person for the duration of this Contract. The foregoing shall be continuing in effect throughout the term of this Contract, and the Contractor shall immediately notify the Company in writing if any aspect of such warranty ceases to be complete and accurate.

(d) Nothing in this Contract requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by, or subject to, penalty under any applicable national and international export control laws and regulations (including trade sanctions).

(e) The Contractor's failure to abide by this clause, or the Contractor exposing the Company to the risk of penalties under any applicable export control and sanctions laws, shall be deemed a material breach of this Contract, and:

(i) the Company shall have no further obligation to pay the Contractor, including for any amounts that may be owed by the Company to the Contractor prior to the date the Contractor became a Sanctioned Person;

(ii) the Contractor shall immediately repay the Company the amount of funds or value paid by the Contractor to a third party in breach of this clause;

(iii) the Contractor shall hold harmless and indemnify on demand the Company for any losses, liabilities, costs, expenses (including attorneys' fees and court costs), penalties and sanctions related to or arising out of Contractor's breach of this clause; and

(iv) the Company shall be entitled to immediately suspend or terminate this Contract pursuant to clause 14 of this Contract.

(f) If required to conduct export control checks, the Contractor, upon request by the Company but subject to the Company complying with all reasonable requirements as to confidentiality, shall promptly provide the Company with all information pertaining to the source of particular goods, works and services provided by the Contractor as part of the Goods and/or Services, as well as any applicable export control restrictions.

(g) Nothing in this Contract requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under any applicable national and international export control Laws and regulations (including trade sanctions).

27. AUDIT AND RETENTION OF DOCUMENTS

27.1 During the supply of Goods and the performance of Services, and for a period ending five years after the end of the last Defects Correction Period, the Company, or a third party appointed by the Company, may from time to time conduct an audit of:

(a) all invoiced charges made by the Contractor to the Company;

(b) the Contractor's compliance with any applicable Law;

(c) the Contractor's adherence to its obligations under clause 26; or

(d) any other provision of this Contract under which the Contractor has obligations, the performance of which is capable of being verified by audit.

27.2 The Contractor shall provide the Company with all reasonable access during the provision of the supply of Goods and the performance of Services (including the taking of copies) to all Contractor's Personnel, books, records, systems, monthly reports on payments made to the Subcontractors, a going concern statement from the Contactor's auditors, procedures and correspondence relating to this Contract, to audit and verify for any reasonable purpose including monitoring efficiency, verifying price and determining best practice in relation to the supply of Goods and the performance of Services. Should the Company reasonably require to have the Contractor's financial statements be inspected by its auditors, such auditors shall be subject to the same confidentiality obligations as set out in this Contract.

27.3 Without limiting any other rights and remedies available to the Company, if any deficiencies are identified by an audit undertaken under clause 27.1(a), the Contractor shall, at its cost

and expense, take prompt corrective action and notify the Company of such action including repayment of any sums (with finance charges) as may be appropriate to the Company.

27.4 The Contractor shall maintain and retain for a period of the later of two years after the end of the last Defects Correction Period or the completion of any audit initiated by the Company under clause 28.1(a) after the end of the last Defects Correction Period, clear, full and proper records of all Goods delivered and Services provided including all details and data used in the creation of Invoices.

27.5 This clause survives the termination or expiry of this Contract.

28. REPRESENTATIONS AND WARRANTIES

28.1 Without limiting any other term of this Contract, the Contractor represents and warrants to the Company that each of the statements made in clause 28.3 is correct as at the execution date of this Contract and shall remain so until the End Date. The Contractor acknowledges that a breach of any such warranties may (in the Company's sole discretion) be regarded as constituting a material breach for the purpose of clause 14.2.

28.2 This clause 28 survives the termination or expiry of this Contract.

28.3 The Contractor represents and warrants to the Company that:

(a) it is a legal entity, duly incorporated and validly existing under the Laws of its jurisdiction of incorporation;

(b) for the duration of this Contract, it will remain incorporated in its jurisdiction of incorporation as at the date of this Contract;

(c) it has full corporate power to enter into, and perform, this Contract, and neither the execution of this Contract nor the supply of the Goods or performance of the Services results, or shall result, in a breach of:

(i) the terms of, or constitute a default under, any agreement, undertaking or instrument; or

(ii) any order, rule, writ, regulation, injunction or decree of any court or Authority or Law applicable to the Contractor by which the Contractor may be bound;

(d) it is, and the Contractor's Personnel (including any additional or replacement Contractor's Personnel) are, suitably equipped, organised, qualified, financed, trained and experienced to perform all of its/their obligations under this Contract, and shall exercise the level of care and skill usually exercised in accordance with Good Industry Practice in the supply of the Goods and performance of Services;

(e) this Contract has been validly executed by the Contractor, and constitutes valid and binding obligations of the Contractor enforceable according to its terms;

(f) neither the supply of the Goods nor the performance of Services infringes or shall infringe on the Intellectual Property Rights of any third party; and

(g) all information provided to the Company in connection with the Company's due diligence review questionnaire is complete, true and accurate in all material respects as at the date provided and not misleading in any material respect and there is no information not disclosed which renders any information given to the Company incomplete, inaccurate or misleading.

29. GENERAL

29.1 This Contract will be governed by, construed and take effect in accordance with the Governing Law.

29.2 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply in any respect to this Contract.

29.3 The Parties do not intend any term of this Contract to be enforceable by any person who is not a Party to this Contract, other than any Barrick Mining Group Company or the Company's Representative to the extent referred to in this Contract. Notwithstanding the foregoing, the Parties may, by agreement, rescind or vary this Contract without the consent of any third party to whom the right of enforcement of any of its terms has been expressly provided.

29.4 To the fullest extent permitted by Law, in relation to the subject matter of this Contract, this Contract constitutes the entire agreement between the Parties and supersedes any prior written or other agreement between the Parties relating to the subject matter of this Contract. Each Party acknowledges that in entering into this Contract, it is not relying on any representation, warranty or other statement relating to the subject matter of this Contract which is not set out in this Contract, provided that nothing herein shall affect a Party's rights in the case of fraud.

29.5 Nothing contained in this Contract is to be construed as constituting a joint venture, agency or partnership or employment relationship between the Contractor (or its Personnel) and the Company.

29.6 An amendment to any term of this Contract or a waiver of any right arising under or in connection with this Contract, must be in writing and signed by the authorised representatives of both Parties.

29.7 This Contract may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Contract. All counterparts, taken together, constitute one instrument. A Party may execute this Contract by signing any counterpart.

SCHEDULE 1 –GOODS AND SERVICES

SERVICES

Services Specifications	Compress Air Pipe Repair & Replace Mixer corroded Chequered plates replacement Corroded cable rack replaces Handrail, grating replacement and kicks plate replacement Sand Blasting &Corrosion Protection QC/QA Any tasks, functions or responsibilities not specifically described as part of the Services, which are necessary or incidental to the proper provision of the Services, are deemed to be included as part of the Services as if specifically described in this schedule.
Purpose	Apply the corrosion protection coating on the paste plant structures and replace the corroded gratings, frames, handrails, compress air pipes and cable racks
Quantity	Per BOQ
Completion Date	As per milestone date
Other materials to be supplied	2''x6000mm galvanized pipe sh40, SS304 Handrail 1''x6000 with end bend.and Kicks plates for gratings
Applicable standards	Based on BAR147-Kibali-REV01-Repair Procedure-Corrosion Protection_Rev01_18-112025 and SIMM report 2025

SCOPE OF WORK, RESPONSIBILITIES AND MILESTONES (added — Goods and Services)

Background: The 2025 SIMMS report identified failure of certain structural elements at the Paste Plant. This Contract covers the SIMMS structural repair and corrosion-protection works required to restore and extend the service life of the affected assets, comprising surface preparation (sandblasting), protective coating, and replacement of corroded gratings, stairs, kick plates, handrails, chequered plates, compressed-air piping and cable racks, together with all associated scaffolding, QA/QC and safe hand-back to Operations.

1. Scope Summary — Areas to be Treated

Area	Blast prep (m2)	Coating (m2)	Grating, stairs & kick plates (m2)	Handrail (m)	Other
Belt Filter structure	780	1,560	568	35	-
Conveyor CV-01 structure	360	720	388	45	-

Mixer Platform & Tailing Tank	720	1,440	1,090	40	90 m2 chequered plates
Cable racks / air piping	-	-	-	-	100 cable racks; 20 x 2" air pipes
TOTAL (Paste Plant)	1,860	3,720	2,046	120	See above

2. Company (KGM) Responsibilities — free-issue items and support

Item / support	Provided by the Company (KGM) at no cost to the Contractor
Scaffolding	Scaffold material free-issued to the Contractor; the Contractor erects, inspects, uses and dismantles it and remains responsible for its safe use.
Compressed-air supply	Plant compressed-air supply made available at agreed take-off points.
Paints / coating system	Coating materials specified under BAR147-Kibali-REV01.
Grating and stairs	Replacement grating and stairs (Contractor installs).
Cable racks	Replacement electrical cable racks (Contractor installs).
Site enablement	Site access, inductions interface, isolation/LOTOTO of feed pumps and valves, the SIMMS report and the repair procedure, and reasonable access to the work fronts.

3. Contractor Responsibilities — supply, plant and works

Category	Supplied / performed by the Contractor at its cost
Labour (core 20)	Supervisors (2), painters & sandblasting operators (10), boilermakers (4) and scaffolders (4), plus all supervision, and a Safety Officer ratio of 1 per 50 workers.
Sandblasting plant & tools	Sandblasting machine(s) and accessories, abrasive/sand, grinding machines (7" & 4"), welding machines, and all other tools required for the Works.
Consumables	All blasting and coating consumables, masking and general consumables.
PPE	Blast suits, blasting helmets, respirators, gloves, safety boots, ear protection and fall-protection equipment.
Contractor-supplied materials	SS304 handrail 1" + end bends (SCH20), galvanised 2"x6000 mm SCH40 air pipe & fittings, and kick plates.
Works	Erect/dismantle scaffolding; surface preparation to Sa2.5; blast, repair and coat per BAR147-Kibali-REV01; install grating, stairs, kick plates, handrails, cable racks and air piping; mask/fill services and defects; stripe-coat; QA/QC per the QC/QA procedure; housekeeping and safe hand-back to Operations.
Compliance	Approved KGM OHS safety file, method statements, permits, daily toolbox talks and risk assessments, and compliance with all Barrick Policies and Procedures.

4. Milestone and Completion Table (governs Completion Dates and Invoicing — clauses 1 & 11.3)

Each milestone below is a Completion Date and a payment/invoicing point. The Contractor invoices within 5 (five) Business Days after the Company's Representative certifies Completion of the milestone. Overall Completion no later than 31 August 2027. Dates key off the Start Date and the approved one-year Gantt.

Milestone	Scope & hand-back	Key quantities	Target Completion
M1 — Mobilisation	Mobilise; KGM-approved safety file; scaffold erection & access establishment; baseline Gantt issued.	Safety file; scaffold	Start Date + 4 weeks
M2 — Belt Filter structure	Blast, repair, coat; install grating & handrail; QA/QC; dismantle & hand back.	780 prep / 1,560 coat / 568 grating / 35 m handrail	Per Gantt
M3 — Conveyor CV-01	Blast, repair, coat; install grating & handrail; QA/QC; dismantle & hand back.	360 prep / 720 coat / 388 grating / 45 m handrail	Per Gantt
M4 — Mixer Platform & Tailing Tank	Blast, repair, coat; replace chequered plates; install grating, kick plates & handrail; QA/QC; dismantle & hand back.	720 prep / 1,440 coat / 1,090 grating / 90 m2 plates / 40 m handrail	Per Gantt
M5 — Cable racks, air piping & close-out	Install 100 cable racks; repair/replace compressed-air piping; punch-list clearance; final QA/QC dossier; demobilise.	100 cable racks; 20 x 2" air pipes	31 Aug 2027

Overall Completion	All deliverables complete and defect-free; full QA/QC dossier accepted; Site handed back to Operations.	All areas	31 Aug 2027

Note: retention of 10% is deducted from each certified milestone payment and released per Schedule 2. Delay against any Completion Date attracts liquidated damages under Schedule 2.

SCHEDULE 2 – CONTRACT PRICE

BILL OF QUANTITIES — PASTE PLANT CORROSION PROTECTION (KIBALI GOLD MINE)

Currency: USD, exclusive of VAT unless stated. Re-measurable unit-rate contract — the Company pays for measured, certified quantities at the tendered rates.

INSTRUCTIONS TO BIDDER

1. Insert a rate in EVERY yellow cell in the 'Rate (PU $)' column. Lines left blank or entered as 0 will be deemed included at no charge and will NOT be paid separately.

2. Section A rates ($/m2) must be ALL-INCLUSIVE of labour, consumables, equipment, access/scaffolding use, supervision and overhead for that activity, unless that resource is separately priced in Sections B/C.

3. Do not change quantities, formulas or the grey/green cells. Only the yellow input cells and the Overhead & Profit % (cell D48) are editable.

4. Prices are fixed for the contract term (no escalation). The contract is re-measurable: totals below are a not-to-exceed budgetary ceiling for tender comparison only.

5. VAT is shown separately at the DRC statutory rate (16%). Retention of 10% applies per the contract payment terms (Schedule 2).

6. Man-days assume a 12-month programme (312 working days = 52 weeks x 6 days). State any different basis in the Comment column.

Item	Description	Qty	No.	Unit	Rate (PU $)	Amount (PT $)	Comment
A	**WORK TO BE PERFORMED (all-inclusive unit rates — bidder to price every line)**						
A1	Belt filter structures — sandblasting surface prep	780	1	m2		-	*Prep to Sa2.5 per BAR147-Kibali-REV01*
A2	Belt filter structures — protective coating (2 coats)	1560	1	m2		-	*1080 stripe + full coat*
A3	Conveyor CV-01 structures — sandblasting surface prep	360	1	m2		-	
A4	Conveyor CV-01 structures — protective coating (2 coats)	720	1	m2		-	
A5	Mixer platform & tailing tank — protective coating (2 coats)	1440	1	m2		-	
A6	Electrical cable racks 500x2000 mm — remove & install (KGM-supplied)	100	1	Each		-	*Install only; material by KGM*
A7	Mixer platform & tailing tank — sandblasting surface prep	720	1	m2		-	
A8	Grating, stairs & kick plates — remove & install (KGM-supplied)	2046	1	m2		-	*Install only; material by KGM*
	Subtotal A — Work to be Performed					**-**	

B	**MATERIALS, CONSUMABLES & EQUIPMENT SUPPLIED BY CONTRACTOR**						
B1	Supply & install SS304 handrail 1" + end bend SCH20	120	1	m			
B2	Consumables (abrasives media handling, masking, misc.)	1	1	Lot			
B3	Sandblasting machine, welding machines & grinders (mob.)	1	1	Lot			*Equipment provision*
B4	Sand / abrasive media	40	1	tons			
B5	Galvanised pipe 2"x6000 mm SCH40 & fittings	20	1	each			
	Subtotal B — Materials & Equipment						
C	**LABOUR (man-days x number of persons x day rate)**						
C1	Painters & sandblasting operators	312	10	m-day			*52 wks x 6 days*
C2	Boilermakers	312	4	m-day			
C3	Supervisors	312	2	m-day			
C4	Scaffolders (erect & dismantle)	312	4	m-day			
	Subtotal C — Labour						

PRICE SUMMARY

	Direct cost — Subtotal A + B + C			
	Overhead & Profit (bidder to enter %) →	15.0%		
	Subtotal before VAT			
	VAT (DRC statutory rate) →	16.0%		
	TOTAL TENDERED PRICE (incl. VAT)			

	Memo: Retention @10% of certified progress (released 50% at Practical Completion, 50% after 36-mth defects period)
	Memo: Performance security @10% of Subtotal before VAT (on-demand bond/guarantee before Start Date)

Contract Price	**The Contract Price is the aggregate of the priced, re-measurable Bill of Quantities (BOQ) submitted by the Contractor and accepted by the Company, comprising:** **(a) all-inclusive unit rates ($/m2) for surface preparation (sandblasting) and corrosion-protection coating of each area;** **(b) unit/lump-sum rates for contractor-supplied materials, consumables and equipment; and** **(c) resource rates for labour. The Contractor MUST insert a rate against every line in Section A (Work to be Performed) of the BOQ – lines returned at zero or left blank will be treated as included at no charge and**

	will not be paid separately. Unit rates are fixed for the term and not subject to escalation (clause 11.2.3), but the Contract Price is re-measurable: the Company pays only for quantities actually executed and certified, applying the tendered rates to the measured quantities. VAT at the DRC statutory rate (currently 16%) is shown and invoiced as a separate line and is additional to the rates. The tendered BOQ total is a not-to-exceed budgetary figure; any variation, additional area or provisional-sum work requires the Company's prior written instruction and is valued using the tendered rates.
Payment Timing	**Payment terms (CFO-approved):** **(1) Progress claims monthly, supported by a joint measurement of work executed and QA/QC sign-off per BAR147-Kibali-REV01; the Company's Representative certifies the payable amount within 10 Business Days.** **(2) Payment 30 days from a valid, certified invoice (clause 11.8).** **(3) Retention: 10% of each certified progress payment is retained; 50% of accrued retention is released on Practical Completion of all deliverables and the balance on expiry of the 36-month Defects Correction Period for the Services (or against an equivalent on-demand retention/bank guarantee acceptable to the Company).** **(4) Advance payment: none, unless secured by an on-demand advance-payment guarantee of equal value from a bank acceptable to the Company, recouped pro rata against progress claims.** **(5) Performance security: the Contractor shall provide, before the Start Date, an on-demand performance bond/guarantee equal to 10% of the accepted BOQ total, valid until expiry of the Defects Correction Period.** **(6) Delay liquidated damages: 0.5% of the Contract Price per week (or part week) of delay beyond a Completion Date, capped at 10% of the Contract Price, recoverable as a debt and/or by set-off under clause 11.11; LDs are the Company's sole monetary remedy for delay but do not limit the Company's right to terminate.** **(7) No payment is due for rejected, defective or non-conforming work until rectified and re-certified.**

SCHEDULE 3 – KEY PERFORMANCE INDICATORS

The Contractor must supply the Goods and perform the Services so as to achieve the following contract-specific KPIs. Failure to achieve a KPI entitles the Company to the remedies in clause 7.2 and Schedule 2, including withholding/non-certification, re-performance at the Contractor's cost, price adjustment and delay liquidated damages.

KPI	Target / measure	Consequence of failure
1. Safety (Journey to Zero)	Zero fatalities and zero lost-time injuries. LTIFR = 0; TRIFR at or below the KGM target; 100% compliance with critical controls and the Pre-Bid Risk Assessment (BGC-CORP-FORM-002).	Stop-work; milestone not certified until investigated and closed; persistent breach is grounds for removal/termination.
2. Coating quality (durability)	100% of prepared surfaces to Sa2.5 and 100% of coated area to BAR147-Kibali-REV01 (specified system, DFT and adhesion). No more than 2% rework at QA/QC hold-point inspection.	Re-perform/re-coat at Contractor cost; no payment for the affected area until re-inspected and certified.
3. Programme adherence	Each milestone completed by its Completion Date; overall Completion by 31 Aug 2027; not less than 95% progress against the approved baseline Gantt at each monthly review.	Delay liquidated damages of 0.5% of the Contract Price per week (capped at 10%) per Schedule 2.
4. QA/QC documentation	100% of inspection & test records (ITRs), coating logs (ambient, DFT, holiday/adhesion) and material certs submitted and accepted before each milestone sign-off.	Milestone not certified; the related invoice is not payable until the dossier is complete.
5. Environmental control	Zero uncontained abrasive or dust escape; effective containment and dust suppression; 100% of used abrasive, debris and waste segregated and disposed per KGM environmental regulations.	Suspension of the affected activity; rectification and clean-up at Contractor cost; reportable incidents escalated.
6. Housekeeping & hand-back	Each work front handed back clean, safe and with access restored within 3 days of milestone Completion; scaffolding dismantled.	Withhold up to 5% of the milestone value until completed.
7. Workforce & HSE competency	Safety Officer ratio of 1 per 50 workers maintained; 100% of personnel with current inductions, competencies and fitness-for-work; fall-protection certification current.	Under-resourced/uncertified personnel removed from Site; work stoppage until compliant.

SCHEDULE 4 – INSURANCE REQUIREMENTS

[TO DELETE ANY OF THE INSURANCES THAT DO NOT APPLY TO THIS SPECIFIC CONTRACT]

Types of Insurances and Requirements to Insurance Companies

1. In addition to any mandatory requirements to the insurances to be obtained by the contractor in accordance with the applicable Laws, the Contractor shall at its own cost and expense effect and maintain throughout the validity of the Contract, the following insurance policies [to delete those not required]:

   (i) **Workers' Compensation and Employer's Liability Insurance**: insurance in accordance with the requirements of applicable Laws which shall cover legal liability for death of or injury (including illness) to Contractor Personnel (including any other person deemed by statute to be an employee of the Contractor) engaged in doing anything for the purpose of the performance of the Supply or executing the Contractor's rights or obligations under this Contract with policy limits not less than [US$ 1 million] per occurrence or as required by the laws of the states affected by the Agreement.

   (ii) **Motor Vehicle Liability Insurance**: insurance which shall comply with applicable Laws, covering legal liability for injury, illness or death of persons and loss or damage to property arising out of or in connection with vehicles used (whether or not owned) in connection with this Contract with policy limits not less than [US$1 million] per occurrence.

   (iii) **Commercial General Liability Insurance (Bodily Injury Property Damage, and if applicable, coverage for explosion, collapse and underground)**: insurance written on a broad form occurrence basis covering legal liability in respect of death or personal injury of third parties (including the Company Personnel) and physical loss of and/or damage to any property (including the Company's existing property and any parts of the Supply which have been accepted by the Company) occurring in connection with the performance of the Supply or executing the Contractor's rights or obligations under this Contract with policy limits not less than [US$ 5 million] per occurrence. [Contracts which include the handling of hazardous materials or environmental work will require separate insurance coverage].

   (v) **Contractor's Plant and Equipment**: insurance covering all loss or destruction of, and damage to, the Contractor's Plant and Equipment used in connection with this Contract, with policy limits not less than [US$ 1 million.]

   (vi) **Goods in Transit Insurance**: insurance covering to its full replacement value, loss or destruction of, or damage to, the Goods during transit where the Contractor is required to transport any Goods, for the amount [US$ 1 million].

   (vii) **Professional Indemnity Insurance**: if the Services include or are related to the provision of professional consultancy advice or consultancy services, professional indemnity insurance covering any negligent acts, errors or omissions in the advice or services provided by the Contractor under the contract, for the amount [US$ 1 million] The insurance shall be maintained by the Contractor until the date which is seven (3) years after termination of the Contract or the insurance must have run-off cover in terms acceptable to the Company for that period.[Contracts which relate to TSF, Plant or other design construction to be discussed separately].

2. Where any insurance policy effected and maintained by the Contractor includes an annual aggregate limit of indemnity, the Contractor shall advise the Company of any claim that may reduce the annual aggregate limit of indemnity and the Company may require the Contractor to

effect and maintain additional insurance cover which reinstates that limit that has been eroded by payments under the policy, at the Contractor's cost and expense.

3. The Contractor shall procure that each insurance policy to be taken out in accordance with the Contract:

    (i) is effected with an insurer of international repute and reasonably acceptable to the Company;

    (ii) is on terms specified in this Contract or, if not so specified, provide a reasonable and appropriate level of cover having regard to the risks assumed by the Parties in relation to the performance of this Contract; and

    (iii) incorporate a provision requiring the giving of notice to the additional insureds at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies.

4. The insurance policies to be effected and maintained by the Contractor under this Contract, with the exception of professional indemnity insurance, shall, where permitted by Law:

    (i) include the Company and such other parties as the Company may designate and their respective affiliates, officers, directors and employees as an additional named insured;

    (ii) be primary and non-contributory with respect to any insurance carried independently by the additional named insureds;

    (iii) include a waiver of subrogation endorsement in favour of the additional named insureds for losses or claims arising out of the performance of this Contract;

    (iv) provide that each additional named insured is insured in its own right and the insurance applies, except in respect of limits of liability and deductible, as if a separate policy has been issued to each additional named insured; and

    (v) provide that any non-disclosure, act, omission, breach or default by any insured shall not in any way adversely affect the cover provided to another insured.

Proof of Insurance

5. The Contractor shall provide the Company with a scanned copy in Adobe Portable Document Format (PDF format) of all certificates of currency as satisfactory evidence of each insurance policy to be effected in accordance with this Contract signed by either the Contractor's insurer or insurance broker:

    (i) seven (7) days prior to the Start Date;

    (ii) within fourteen (14) days of any request by the Company; and

    (iii) immediately on any change to, or renewal of, a policy.

6. The Contractor shall:

    (i) not materially alter the terms and conditions of any insurance policy effected and maintained under this Contract unless prior written agreement has been obtained from the Company (such agreement shall not be unreasonably withheld);

    (ii) immediately notify the Company in writing of the cancellation or lapse of any insurance policy; and

(iii) if requested by the Company, provide copies of the insurance policies it is required to effect and maintain under the Contract.

7. If the Contractor fails to effect or keep in force any of the policies of insurance which are required by this Contract to be effected or kept in force, or fails to comply with the requirements of this Schedule, the Company may:

(i) effect and keep in force any relevant insurance and pay any premiums as may be necessary for that purpose; and

(ii) recover as a debt due from the Contractor the amount so paid and the amount of any excess borne by the Company and/or deduct such amounts from any monies otherwise due to the Contractor under this Contract.

Grounds to Refuse Claim

8. The Contractor shall not do, or cause or allow any Contractor's Personnel to do, any act or make any omission which would provide grounds for an insurer to refuse payment of any claim made under any insurance policy effected in accordance with this Contract. Any such refusal of a Claim by an insurer shall not release the Contractor from any of its obligations, responsibilities or liabilities under this Contract.

Subcontractors

9. If the Contractor engages Subcontractors in performance of the Services and/or delivery of the Goods, the Contractor shall ensure that the relevant Subcontractor effects similar insurance (to the extent applicable) to that specified in this Schedule and shall provide proof of such insurance in accordance with paragraphs 5-7 of this Schedule.

Deductibles

10. If the Contractor's insurances are subject to the application of any self-insured retention, excess or deductible, the amount of the self-insured retention, excess or deductible shall be declared to the Company. The Company is entitled to require the Contractor to reduce the amount of any self-insured retention, excess or deductible where the Company considers that such amount is unreasonable.

11. The Contractor shall be responsible for any excess or deductible relating to the insurances effected by the Contractor.

SCHEDULE 5 - IP REQUIREMENTS

1. Subject to the terms and conditions of this clause 19.1, the Contractor’s Background IP remains vested in the Contractor and the Company’s Background IP and all Intellectual Property Rights in the Company's Technical Material remain vested in the Company.

2. The Contractor:

2.1 grants to the Company a worldwide, non-exclusive, perpetual, royalty-free, irrevocable, transferable licence (with the right to assign and sub-license the Contractor’s Background IP) to use the Contractor's Background IP to the extent necessary to use the Project IP; and

2.2 agrees that ownership of all Project IP vests on creation in the Company, and hereby assigns all rights, title and interest in and to the Project IP to the Company (including, but not limited to, any Project IP created prior to, on or after the date of the Contract).

3. The Contractor warrants that it is able to licence the Contractor’s Background IP and assign the Project IP as described in clause 19.2 and use by the Company of the Contractor’s Background IP and Project IP will not infringe the Intellectual Property Rights of any third party or breach any Law.

4. The Company grants to the Contractor a non-exclusive, royalty-free, revocable, non-transferable licence to use the Project IP, the Company's Technical Material and the Company's Background IP to the extent required to perform the Contractor’s obligations under this Contract.

5. **Technical Material** means models, software, information, design concepts, audio, video, drawings (including "as built" drawings), programmes, schedules, manuals, diagrams, charts, specifications, records, concepts, plans, formulae, designs (including structural, mechanical, electrical and instrumentation designs) in any medium, methods and processes, including all copies of and extracts from them and data stored by any means.

6. **Project IP** means all Intellectual Property (present or future) created, discovered or coming into existence as a result of, for the purpose of, or in connection with the performance of this Contract (including all Intellectual Property developed by the Contractor or a Subcontractor in performing this Contract, any Intellectual Property in the Contractor’s Technical Material and any Intellectual Property created or developed or jointly by the Parties in the course of or for the purposes of performance of this Contract).

7. **Company's Technical Material** means any Technical Material provided by the Company to the Contractor for the purposes of this Contract, or which is copied or derived from Technical Material so provided.

8. **Contractor’s Technical Material** means all Technical Material which is:

8.1 prepared, or required to be prepared, by or on behalf of the Contractor under this Contract;

8.2 delivered, or required to be delivered, by or on behalf of the Contractor to the Company under this Contract; or

8.3 incorporated into Technical Material described in paragraph (a) or (b).

9. **Contractor's Background IP** means any Intellectual Property of the Contractor (or licensed to the Contractor by a third party) which:

9.1 is in existence before the date of this Contract or comes into existence after the date of this Contract other than in connection with this Contract; and

9.2 the Contractor makes available, contributes, brings to or uses in connection with this Contract.

EXECUTION OF THIS CONTRACT

The Parties agree to the terms and conditions set out in this Contract.

Executed as an agreement on [insert date on which last party executes this Contract]

The Company

Signed by **KIBALI GOLDMINES SA**

_____
[NAME]
Director

_____
[NAME]
Director

In the presence of:

_____
Witness Signature

_____
Witness Name

_____
Witness Address

The Contractor

Signed by [INSERT FULL NAME OF CONTRACTOR]

_____
[NAME]
Director

In the presence of:

_____
Witness Signature

_____
Witness Name

_____
Witness Address