KIBALI GOLD MINE

Democratic Republic of the Congo

TENDER PACKAGE

Waste Mining (Pre-Strip) of the PKK Pit – Mining Works and Mining Services

Item	Detail
Project	Waste Mining (Pre-Strip) of the PKK Pit – Mining Works and Mining Services
Employer	Kibali Goldmines SA ("KGM")
Location	Haut-Uele Province, Democratic Republic of the Congo
Nature of contract	Remeasurable, unit-rate mining contract on the Employer’s standard Mining Works and Mining Services Agreement
Contract term	12 months from the Commencement Date
Total waste volume	Approximately 4,978,149 BCM (average 15,000 BCM per day)
Basis of rates	Dry rates in US Dollars, exclusive of diesel fuel. The Employer issues diesel fuel against the Fuel Benchmark tendered by the Contractor.
Tender issue date	2 September 2026
Site briefing/inspection	Compulsory – 14 and 15 September 2026
Deadline for tender queries	15 September 2026 at 16:00 (Kinshasa time)
Tender queries and communications	All submissions and communication must be sent to (with tender reference in title): Kibali.ServiceContract@barrick.com With in CC the following: Masesa Salamba – Masesa.salamba@barrick.com Hugues Ali Unyimba - Ali.Hugues@kibaligold.com Bob Mirirai Mungazi - Mirirai.Mungazi@barrick.com Sean Peens – sean.peens@barrick.com
Tender closing date	**18 September 2026 at 16:00 (Kinshasa time)**
Anticipated award	1 October 2026
Anticipated commencement	No earlier than 1 October 2026 and no later than 1 December 2026
Required completion	12 months from the Commencement Date
Tender validity	90 days from the tender closing date

Item	Detail
Document reference	KGM-XXX-XXX-XXX

TENDER PACKAGE CONTENTS AND INSTRUCTIONS

This Tender Package contains the documents on which tenderers are invited to submit an offer for the waste mining (pre-strip) of the PKK Pit at the Kibali Gold Mine. The components listed below shall be read together and are mutually explanatory. Tenderers shall satisfy themselves that they have received every component before pricing.

Part / Section	Component
Part A – Section 1	General Information and Instructions to Tenderers
Part A – Section 2	Mining Scope of Work – PKK Pit
Part A – Section 3	Site, Access and Logistics
Part A – Section 4	Pricing and Bill of Quantities
Part A – Section 5	Returnable Schedules and Form of Tender
Part B	Draft Mining Works and Mining Services Agreement, including the Appendix and Schedules A to J
Annexure 1	Design Drawings – PKK Pit, waste dump, haul roads and ramps (the Employer's DXF files issued as PDF drawings)
Annexure 2	Kibali Gold Mine Equipment Standard
Annexure 3	Kibali Gold Mine Contractor Safety Standard (issued on request)

Annexures 1 and 2 are issued with this Tender Package and form part of the Mining Scope of Work. In the event of any inconsistency between the Mining Scope of Work and those annexures, the annexures shall prevail.

On award, the Mining Scope of Work in Section 2 becomes Schedule A of the Agreement, the priced Bill of Quantities in Section 4 becomes Schedule B, and the returnable personnel, equipment and fuel consumption schedules in Section 5 become Schedules D and E. Tenderers should therefore price Part A on the basis of the contract terms in Part B.

Key requirements of this Tender

The following requirements are not negotiable. A tender that does not comply with them may be declared non-responsive.

1. All rates shall be DRY rates in United States Dollars, exclusive of diesel fuel. The Employer will issue diesel fuel to the Contractor free of charge at the Mine.
2. Every fuel consumption entry in the Bill of Quantities and in the returnable equipment schedule shall be completed (litres per BCM, litres per drilled metre and litres per hour). Those tendered consumptions form the Fuel Benchmark, are contractually binding and are reconciled monthly. Fuel issued in excess of the Fuel Benchmark is recovered as a non-negotiable back charge.
3. Haul road, ramp and access road construction, maintenance, grading and dust suppression shall be included in the mining rates. Road maintenance shall not be priced separately.
4. The Contractor is responsible, at its own cost, for its own accommodation, food, drinkable water, transport, visas, work permits, training and all other employee-related expenses, and for its own oils and lubricants. Anything of this nature provided by Kibali will result in a non-negotiable back charge.
5. Rates shall remain fixed for the Term.

Tenderers shall return the completed Form of Tender, the priced Bill of Quantities including all fuel consumption entries, the returnable schedules and the required safety, commercial and technical documentation. The master checklist lists every document to be submitted, with the schedule in which it is detailed and the evaluation criterion it supports. Incomplete submissions may be considered non-responsive, and any criterion for which no evidence is submitted will be scored zero.

Schedule G of the Agreement in Part B lists, with a clause reference for each item, everything the successful tenderer will be required to submit before the Commencement Date, during the Term and on completion. Tenderers should satisfy themselves that they are able to meet those requirements before pricing.

PART A TENDER DOCUMENTS

SECTION 1: GENERAL INFORMATION AND INSTRUCTIONS TO TENDERERS

1.1 General description of the Works

Kibali Goldmines SA ("KGM" or the "Employer") invites tenders for the waste mining (pre-strip) of the PKK Pit, comprising the clearing, drilling, blasting, loading, hauling and dumping of approximately 4,978,149 BCM of waste from the PKK Pit to the designated waste dump(s) over a 12 month period, at an average of 15,000 BCM per day. No ore is included in this scope.

The principal quantities are summarised below and are detailed, bench by bench and month by month, in Section 2 (Mining Scope of Work) and Section 4 (Pricing and Bill of Quantities).

Item	Quantity
Total waste to be mined (soft, transitional and fresh)	Approximately 4,978,149 BCM
Average daily mining rate	15,000 BCM per day, 24 hours per day, 7 days per week
Total volume to be drilled and blasted	3,044,384 BCM
Production drilling	241,373 m (94,648 m transitional and 146,725 m fresh)
Wall control (pre-split) drilling	13,346 m
Ex-pit haul distance to waste dump	Approximately 1.2 km
Term	12 months from the Commencement Date, subject to extension under Clause 7.6

The Works include, without limitation: clearing, grubbing and topsoil stripping and stockpiling; haul road, ramp and access road construction and maintenance; drilling of production and pre-split blast holes; loading and hauling of waste; placement of waste to design on the waste dump; pit wall battering; pit dewatering and mine drainage; dust suppression; lighting and communications for continuous 24-hour operations; and daily operational, survey and HSE reporting. The charging and firing of blast holes will be carried out by the Employer or by a separate contractor appointed by the Employer.

This package is an additional pre-strip package that will run alongside the Employer's existing mining contracts at the Mine. The balance of the mining of the PKK Pit will be carried out by the Employer or by another contractor. The successful tenderer shall co-operate with the Employer's other contractors on Site and shall hand over the workings, haul roads, ramps, waste dump and dewatering installations in a safe, stable and trafficable condition so that mining can continue without interruption.

1.2 Nature and basis of the Contract

- The Contract will be concluded on the Employer's standard Mining Works and Mining Services Agreement, the draft of which is issued as Part B of this Tender Package.
- The Contract will be administered on a remeasurable, unit-rate basis. Tendered rates remain fixed and quantities are remeasured monthly by survey and certified by the Employer.
- Quantities, bench sequences and the monthly profile stated in this Tender Package are indicative and derived from the current pit design. The pit design may be revised and volumes may increase; rates shall remain fixed for any increase in volume of up to 25% under Clause 9.1(g).
- Tenderers shall price on the basis of the draft Agreement as issued. Any proposed qualification, deviation or exclusion shall be listed in the Schedule of Qualifications and Exclusions in Section 5. Qualifications to the performance security, fuel, back charge, indemnity, insurance or payment provisions are unlikely to be accepted.

1.3 Basis of rates, fuel issue and the Fuel Benchmark

This Clause 1.3 sets out the commercial basis on which fuel is dealt with under this Tender and the Contract. It is to be read with Clause 10.11 (Fuel Issue, Fuel Benchmark and Monthly Reconciliation) of the Agreement and with Section 4 and Schedule B.

1. All rates shall be DRY rates, stated in United States Dollars and exclusive of diesel fuel. The Employer will issue diesel fuel free of charge, at the Mine, for the Contractor's Equipment engaged on the Works.
2. The tenderer shall state its fuel consumption for every priced item, namely: litres per BCM for load and haul, by material type (soft, transitional and fresh waste); litres per drilled metre for production and pre-split drilling; and litres per operating hour for each item of plant listed in the returnable equipment schedule and in the Daywork rates.
3. The consumptions tendered constitute the Fuel Benchmark. The Fuel Benchmark is fixed for the Term and is not subject to escalation or adjustment for the price or availability of fuel.
4. For each month, the Fuel Benchmark Quantity is calculated as the quantities measured and certified for payment multiplied by the applicable tendered consumption rate.
5. A reconciliation of fuel issued against the Fuel Benchmark Quantity will be carried out monthly, within ten (10) days of the end of each month, supported by the Contractor's dispensing records, equipment meter readings and tank dip readings.
6. Where fuel issued exceeds the Fuel Benchmark Quantity, the excess litres will be recovered from the Contractor as a non-negotiable back charge at the Employer's landed cost per litre plus 10% handling, deducted from the next Payment Certificate. The back charge is not subject to negotiation, set-off or dispute.
7. Where fuel issued is less than the Fuel Benchmark Quantity, no payment, credit or carry-forward accrues to the Contractor.
8. The Contractor remains responsible, at its own cost, for all oils, lubricants, greases, filters, tyres, spare parts and consumables, and for the safe storage, security, dispensing and metering of all fuel in its custody. Loss, theft, spillage, misuse or use of issued fuel on any other work will be back charged in full.
9. No wet-rate alternative, fuel escalation clause or fuel adjustment mechanism will be accepted, and any tender containing one may be declared non-responsive.

1.4 Tender programme

The tender programme is as follows. The Employer may amend the programme by formal addendum issued to all tenderers.

Milestone	Date / time
Tender issued on the ARSP platform	2 September 2026
Deadline for written tender queries	15 September 2026 at 16:00 (Kinshasa time)
Compulsory site briefing and inspection	14 and 15 September 2026
Tender closing date	**18 September 2026 at 16:00 (Kinshasa time)**
Commercial, technical and safety evaluation	21 to 30 September 2026
Anticipated notification of award	1 October 2026
Contract finalisation and signature	October 2026
Anticipated commencement	No earlier than 1 October 2026 and no later than 1 December 2026
Required completion	12 months from the Commencement Date

Tenderers shall allow for mobilisation within the shortest practicable period after award and shall state, in the Form of Tender, the number of days required from notification of award to the commencement of mining.

1.5 Compulsory site briefing and inspection

A compulsory site briefing and inspection will be held on 14 and 15 September 2026. Attendance is a precondition to a responsive tender. Attendees shall comply with the Employer's access, induction, medical and personal protective equipment requirements, and shall register in advance through the ARSP platform.

By submitting a tender, the tenderer is deemed to have inspected the Site and satisfied itself as to:

- the location, extent and layout of the PKK Pit, the designated waste dump(s) and the haul road alignments;
- the nature of the material to be mined, including soft, transitional and fresh waste, and the drill and blast requirements;
- haul profiles, gradients, traffic interfaces with the Employer's other operations and contractors, and the condition of existing roads;
- the tropical climate and the effect of the wet season on trafficability, dust control, dewatering and productivity;
- the availability of local labour, materials, services and subcontractors, and the immigration, customs and logistics arrangements applicable in the Democratic Republic of the Congo; and
- all other matters reasonably foreseeable and not expressly identified in this Tender Package as being provided by KGM.

No claim for additional payment or extension of time will be entertained on the grounds that the tenderer failed to inform itself of any of the above.

1.6 Tender queries and addenda

- All queries shall be submitted before the deadline stated in Clause 1.4. Queries received after that deadline will not be answered.
- Responses to queries, and any change to this Tender Package, will be issued to all tenderers as numbered addenda. Addenda form part of the Tender Package.
- No oral advice, opinion or representation given by any person shall bind the Employer.
- Tenderers shall confirm receipt of all addenda in the Form of Tender.

1.7 Tender submission requirements

- Tenders shall be submitted through the ARSP platform so as to be received before the closing time. Late tenders will not be considered.
- Tenders shall be in English, priced in United States Dollars and exclusive of VAT.
- Tenders shall remain valid and open for acceptance for 90 days from the closing date.
- The submission shall comprise the completed Form of Tender, the fully priced Bill of Quantities (including every rate and every fuel consumption entry), all returnable schedules in Section 5, and the safety, commercial, statutory and technical documentation listed in the returnable checklists.
- Alternative offers may be submitted only in addition to a fully compliant tender and shall be clearly identified as such.
- Every item shall be priced. Items left unpriced will be deemed to be included elsewhere in the tendered rates.
- Tenderers shall not amend the wording, quantities or structure of the Bill of Quantities. Proposed additional items shall be listed separately in the Schedule of Qualifications and Exclusions.

1.8 Evaluation criteria

Tenders will be evaluated by the Employer's Tender Evaluation Committee under three categories – safety, commercial and technical – and adjudicated on the Employer's Tender Evaluation, Adjudication and Recommendation (TEAR) report. Each criterion is scored on a scale of 0 to 5, where 0 = no proof at all, 1 = unacceptable, 2 = requires improvement, 3 = meets expectations, 4 = exceeds expectations and 5 = far exceeds expectations.

A criterion can be scored only on the documented evidence submitted with the tender. Where no evidence is submitted, the criterion will be scored zero. Tenderers are therefore directed to the returnable schedules in Section 5, which list the evidence required for each criterion. The relative importance attached to each category and to each criterion is determined by the Employer and is not disclosed. Tenders that do not comply with the key requirements of this Tender may be excluded before scoring. Any amendment to the criteria before tender closing will be issued to all tenderers by formal addendum.

Safety

No.	Criterion	What will be evaluated
1	Compliance of the safety file with Section B of the KGM Contractor Safety Standard	The completeness and quality of the safety file, including the way safety performance is measured, the project safety plan, the signed safety policy, safe work procedures for loading, hauling, dumping, drilling, dust suppression and road maintenance, the ratio of one qualified safety officer per 50 employees, training and competency systems, internal and external audit systems, health and medical surveillance, incident reporting and investigation, risk identification and mitigation, work rosters and fatigue management, and fitness for work including drug and alcohol control
2	Safety management system certification	Whether the tenderer holds a valid and current ISO 45001 (or ISO 18001) certificate
3	Safety personnel qualifications	The qualifications, certification and experience of every safety practitioner to be appointed to the project, and the number of safety officers proposed against the planned workforce strength
4	Three-year safety performance	LTIFR and TRIFR for the last three years, plan against actual, together with lagging indicator trends and the corrective actions taken

Commercial

No.	Criterion	What will be evaluated
1	Overall pricing and detailed breakdown	The total tendered sum and the build-up of every rate, the tendered fuel consumption and the credibility of the fleet data supporting it, the fixed monthly fee and its components, the demobilisation lump sum, the daywork rates, and the comparative price against the Employer's estimate
2	Acceptance of the contractual terms and conditions	The extent to which the tenderer accepts the draft Agreement in Part B and the Appendix, in particular the fuel issue and Fuel Benchmark provisions, the non-negotiable back charge, payment terms, performance security, liability and insurance provisions, and the nature and commercial effect of any qualification
3	Local content, ownership and ARSP compliance	Whether the full company information requested has been provided, and whether the tenderer has a DRC content plan in place, has at least 51% of its equity owned by citizens of the DRC, has at least 80% DRC citizens in executive and senior management positions, and has 100% of its non-managerial and other positions occupied by DRC citizens

Technical

No.	Criterion	What will be evaluated
1	Demonstrated understanding of the scope of work and mobilization time.	The mining method statement and the extent to which it addresses the monthly bench sequence, drill and blast including wall control, load and haul, placement of waste to design, haul road and ramp construction and maintenance, dewatering, dust suppression and lighting for 24-hour operations
2	Demonstrated capability to perform QA/QC	The quality assurance and quality control plan, survey control, dig-to-design and dump-to-design compliance, measurement and monthly reconciliation of quantities, and reporting systems

No.	Criterion	What will be evaluated
3	Competency of the team on Site and organisation structure	The proposed organogram, the curricula vitae, qualifications and experience of key personnel, supervision cover for continuous 24-hour operations, and the manning histogram for the Term
4	Company experience and track record	Experience of comparable open-pit waste mining and pre-strip contracts, the volumes and rates achieved, and contactable client references
5	Equipment capacity	The proposed fleet measured against the minimum fleet in Section 2 and the Kibali Equipment Standard, the age, condition, ownership and availability of each item, the maintenance strategy and availability targets, and the fuel consumption stated per item
6	Compliance to the production schedule	The Level II programme measured against the monthly bench profile in Section 2 and the target of 15,000 BCM per day, the mobilisation period from award, and the ramp-up to full production

1.9 Cost of tendering and the Employer's rights

- Each tenderer bears its own costs of tendering, including the costs of attending the site briefing and inspection.
- The Employer is not bound to accept the lowest or any tender, and reserves the right to accept a tender in whole or in part, to award more than one contract, to split the scope, to seek clarification or a best and final offer, to negotiate with one or more tenderers, and to cancel or re-issue this Tender.
- The Employer may verify any information submitted, may inspect the tenderer's equipment, workshops and safety systems, and may conduct financial, compliance and reference checks.
- The award of a contract is subject to the Employer's internal approvals and to agreement on the terms of the Agreement in Part B.

1.10 Confidentiality, compliance and local content

- This Tender Package is confidential and remains the property of Kibali Goldmines SA. It may not be copied, disclosed or used for any purpose other than the preparation of a tender.
- Tenderers shall comply with all applicable anti-bribery, anti-corruption, sanctions, human rights and labour laws, and with the Barrick Code of Business Conduct and Ethics and the anti-corruption provisions of Clause 1.11 of the Agreement.
- Tenderers shall disclose their ownership structure, including any local shareholding, and shall confirm their registration and good standing with the applicable authorities of the Democratic Republic of the Congo, including RCCM registration and ARSP, INPP, CNSS and ONEM compliance where applicable.
- Tenderers shall state how they will maximise the employment of Congolese nationals and the use of locally registered subcontractors and suppliers.

SECTION 2: MINING SCOPE OF WORK

During the Term, the Contractor shall execute at the highest safety manner and environmental respects the mining tonnes as per monthly Pit sequence and schedule to deliver ex-pit waste.

1. CLEARING AND TOPSOIL REMOVAL

- Contractor will bulldoze, cut, scrape, or otherwise remove all trees, brush, and surface debris in the areas including open pit and waste dump footprints. This work is measured and priced separately in item 1 of the Bill of Quantities and will be performed as the pits and dumps advance.
- Following completion of Owner's topsoil evaluation, topsoil and growth medium shall be stripped and stockpiled by Contractor in those areas designated by Owner. A maximum depth of 30.0 cm within the final pit boundary and waste dump is measured and paid at the rates in item 1 of the Bill of Quantities.
- All costs for bush clearing, topsoil removal and stockpiling shall be defined by the Contractor according to the perimeter concerned, and priced in item 1 of the Bill of Quantities.

2. SITE HAUL ROAD ESTABLISHMENT

- The location of all main haul roads required to provide access to mining, stockpiles and dump areas shall be designated by Owner and constructed and maintained as agreed upon by Contractor in accordance with the Design Drawings. Contractor will maintain haul roads outside all dump and pit footprints.
- There will be approximately 1.2 Kilometers of ex - pit mining haul road to waste dump.
- All haul roads shall be built to the following criteria, unless otherwise agreed to by Owner in writing.
    - Width: Haul roads constructed will be designed and constructed to a minimum operating width of 15m except where designed as one-way roads or as otherwise specified.
    - Grades: Haul Road grades shall be a maximum of 10 percent.
    - Windrow along the haul road must be half of the tire diameter.
    - Drainage along the haul road need to be implemented to standard (No stagnant water)
    - Regular road maintenance of haul roads will be required by grading and dust management
    - Road maintenance should be included in mining rate

3. MINING

The mining involves loading and hauling of waste from pit to waste-dump - including pit wall battering.

3.1.1. Below table is the Summary of physicals. The material consists of soft, transitional, and fresh rocks which cover the period from the start of the agreement until the end of the pit.

Table 1:Summary of physicals

Load and Haul:

PKK PIT	Bench Crest		Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Total LOM
	From	**To**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**	**BCM**
PKK - SOFT WASTE	**5885**	**5880**	99	0	0	0	0	0	0	0	0	0	0	0	**99**
PKK - SOFT WASTE	**5880**	**5875**	7,565	0	0	0	0	0	0	0	0	0	0	0	**7,565**
PKK - SOFT WASTE	**5875**	**5870**	26,115	0	0	0	0	0	0	0	0	0	0	0	**26,115**
PKK - SOFT WASTE	**5870**	**5865**	67,214	0	0	0	0	0	0	0	0	0	0	0	**67,214**
PKK - SOFT WASTE	**5865**	**5860**	166,736	0	0	0	0	0	0	0	0	0	0	0	**166,736**
PKK - SOFT WASTE	**5860**	**5855**	197,272	221,223	0	0	0	0	0	0	0	0	0	0	**418,496**
PKK - SOFT WASTE	**5855**	**5850**	0	227,724	235,504	0	0	0	0	0	0	0	0	0	**463,228**
PKK - SOFT WASTE	**5850**	**5845**	0	0	225,384	203,683	0	0	0	0	0	0	0	0	**429,066**
PKK - SOFT WASTE	**5845**	**5840**	0	0	0	173,882	79,225	0	0	0	0	0	0	0	**253,107**
PKK - SOFT WASTE	**5840**	**5835**	0	0	0	0	41,654	31,854	0	0	0	0	0	0	**73,507**
PKK - SOFT WASTE	**5835**	**5830**	0	0	0	0	0	17,809	3,641	0	0	0	0	0	**21,451**
PKK - SOFT WASTE	**5830**	**5825**	0	0	0	0	0	0	6,569	298	0	0	0	0	**6,867**
PKK - SOFT WASTE	**5825**	**5820**	0	0	0	0	0	0	0	314	0	0	0	0	**314**
PKK - TRANS WASTE	**5855**	**5850**	0	1,053	0	0	0	0	0	0	0	0	0	0	**1,053**
PKK - TRANS WASTE	**5850**	**5845**	0	0	4,113	16,735	0	0	0	0	0	0	0	0	**20,848**
PKK - TRANS WASTE	**5845**	**5840**	0	0	0	70,700	114,305	0	0	0	0	0	0	0	**185,005**
PKK - TRANS WASTE	**5840**	**5835**	0	0	0	0	176,907	173,529	0	0	0	0	0	0	**350,437**
PKK - TRANS WASTE	**5835**	**5830**	0	0	0	0	0	168,673	149,096	0	0	0	0	0	**317,769**
PKK - TRANS WASTE	**5830**	**5825**	0	0	0	0	0	0	110,017	108,687	0	0	0	0	**218,703**
PKK - TRANS WASTE	**5825**	**5820**	0	0	0	0	0	0	0	86,619	44,898	0	0	0	**131,517**
PKK - TRANS WASTE	**5820**	**5815**	0	0	0	0	0	0	0	0	71,345	3,651	0	0	**74,995**
PKK - HARD WASTE	**5840**	**5835**	0	0	0	0	7,908	944	0	0	0	0	0	0	**8,853**
PKK - HARD WASTE	**5835**	**5830**	0	0	0	0	0	72,191	23,984	0	0	0	0	0	**96,175**
PKK - HARD WASTE	**5830**	**5825**	0	0	0	0	0	0	156,693	51,883	0	0	0	0	**208,575**
PKK - HARD WASTE	**5825**	**5820**	0	0	0	0	0	0	0	217,199	82,235	0	0	0	**299,433**
PKK - HARD WASTE	**5820**	**5815**	0	0	0	0	0	0	0	0	251,522	107,157	0	0	**358,680**
PKK - HARD WASTE	**5815**	**5810**	0	0	0	0	0	0	0	0	0	196,456	196,851	0	**393,307**
PKK - HARD WASTE	**5810**	**5805**	0	0	0	0	0	0	0	0	0	0	84,731	294,303	**379,034**

Drill and Blast:

Seydou North				
Design Description	**Trans Ore**	**Trans Waste**	**Fresh Ore**	**Fresh Waste**
Explosive Type	Emulsion	Emulsion	Emulsion	Emulsion
Explosive Density (g/cc)	1.2	1.2	1.2	1.2
Bench Height (m)	10	10	10	10
Sub Drill (m)	0.8	1	1	1
Stemming Length (m)	2.7	3	3	2.7
Hole Diameter (mm)	146	140	146	146
Burden (m)	3.5	3.8	3.0	3.3
Spacing (m)	4	4.4	3.5	3.7
Area (m2)	14	17	11	12
Powder factor (kg/m3)	1.00	0.70	1.3	1.21
Presplit hole diameter (mm)	115			
Presplit Spacing (m)	1.65			
Presplit Sub drill (m)	0.30			
Presplit Angle (degrees)	60° to 80°			

Seydou North		**Oct-26**	**Nov-26**	**Dec-26**	**Jan-27**	**Feb-27**	**Mar-27**	**Apr-27**	**May-27**	**Jun-27**	**Jul-27**	**Aug-27**	**Sep-27**	**Total**
Trans Waste Blasted Volume	BCM	-	1,053	4,113	87,435	291,213	342,202	259,113	195,305	116,243	3,651	-	-	1,300,327
Fresh Waste Blasted Volume	BCM	-	-	-	-	7,908	73,135	180,677	269,081	333,757	303,614	281,582	294,303	1,744,057
Total Blasted Volume	BCM	-	1,053	4,113	87,435	299,121	415,337	439,790	464,387	450,000	307,264	281,582	294,303	3,044,384
Explosive Quantity (Trans)	kg	-	947	3,702	78,691	262,091	307,982	233,202	175,775	104,619	3,286	-	-	1,170,295
Explosive Quantity (Fresh)	kg	-	-	-	-	8,066.59	74,597.96	184,290.08	274,463.08	340,432.08	309,685.85	287,213.67	300,188.72	1,778,938
Explosive Quantity (Total)	kg	-	947	3,702	78,691	270,158	382,580	417,492	450,238	445,051				2,048,859
Trans Waste Meters	m		77	299	6,364	21,197	24,908	18,860	14,216	8,461	266	-	-	94,648
Fresh Waste Meters	m	-	-	-	-	665	6,153	15,200	22,637	28,079	25,543	23,689	24,759	146,725

Total Drill meters	m	-	77	299	6,364	21,862	31,061	34,060	36,853	36,540	25,808	23,689	24,759	241,373
Presplit meters	m	-	-	-	-	61	560	1,383	2,059	2,554	2,323	2,155	2,252	13,346

Note: Overall volume is 4,978,149 for an Average daily mining rate of 15,000 BCM as target.

3.1.2. The contractor shall ensure that the mining of the waste and ore meets the expected daily production, in accordance with the daily waste plan.

3.1.3.

3.1.4. The contractor shall ensure that the mining of the waste and ore meets the expected daily production, in accordance with the daily waste plan.

3.1.5. Contractor will provide and is responsible for all mining support equipment including tower-light to ensure safe operating work 24/7.

4. WASTE DUMPING

4.1.1. Waste rock shall be placed by Contractor in waste sites according to the Design Drawings. Site location controls shall be provided by Owner.

5. PIT DEWATERING AND MINE DRAINAGE

- The Contractor will be responsible for maintaining proper drainage of the open pit and the surrounding areas.
- This work is critical to ensure the safety and proper operation of the open pit. The Contractor shall ensure that active mining faces remain dry and that water does not accumulate in areas where it could affect mining operations or pit stability.
- The Contractor shall:
  - Maintain an effective drainage system to keep active mining areas dry.
  - Provide and maintain drainage around the mine to prevent water accumulation.
  - Prevent surface water from entering the open pit or affecting mining areas.
  - Take the necessary measures to prevent erosion, damage, or instability of pit walls and mine infrastructure.
  - Follow all applicable safety standards and implement the necessary safety measures to protect workers.
  - Regularly inspect and maintain drainage channels, pipes, pumps, and other related equipment.
  - Immediately address any blockage, damage, or drainage problem that could affect mining operations.
  - Provide regular reports on the condition of the drainage system and any problems identified, including the corrective actions taken.

6. DRILLING AND BLASTING

- The total volume to be blasted is 3,044,384 BCM, which includes 1,744,057 BCM of fresh rock (waste) and 1,300,327 BCM of transitional rock (waste).
- A total of 241,373 meters will be drilled, with 94,648 meters in transitional rock, 146,725 meters in fresh rock and 13,346 meters for presplit.
- The contractor will handle the drilling of blast holes from production to pre-split.
- The contractor shall provide for a minimum of four (4) drilling machines - Pantera™ DP1500i preferable or equivalent to address our needs with the maintenance.
- The Contractor shall prepare all areas for drilling. This shall include, but not be limited to, all ground preparation required to clear the area ready for drill access, preparation of drill sites on the front of the bench adjacent to previous blasts.
- The client, or another contractor appointed by the client, will be responsible for loading explosives into the blast holes.
- The owner reserves the right to associate other companies that share its commitment to safety and respect for the environment and meet the eligibility criteria for drilling and mining operations.

7. REQUIREMENTS

The Contractor will supply required equipment, supervision, and labor necessary to carry out mining operations in accordance with this scope. Supervision team competence to be evaluated by the mining owner.

The minimum equipment list needs to cover the following items as outlined in the mobilization profile for the volume allocated:

Pit LoM - Equipment Mobilization Guidelines.

Period	Unit	Oct-26	Nov-26	Dec-26	Total 2026	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	2027
		31	30	31	92	31	29	31	30	31	30	31	31	30	274
Total O/C Volume	**(bcm)**	**465,000**	**450,000**	**465,001**	**1,380,001**	**465,000**	**420,000**	**465,000**	**450,000**	**465,000**	**450,000**	**307,264**	**281,582**	**294,303**	**3,598,148**
PKK	(bcm)	465,000	450,000	465,001	1,380,001	465,000	420,000	465,000	450,000	465,000	450,000	307,264	281,582	294,303	3,598,148
Trucks	**(No)**	**14**	**15**	**15**	**15**	**16**	**16**	**18**	**18**	**19**	**20**	**14**	**14**	**15**	**17**
Availability	(%)	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%
Utilization	(%)	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
PKK__FPC_Truck_Hours	(hrs)	6,703	6,765	7,241	20,709	7,467	7,156	8,444	8,564	9,236	9,314	6,686	6,623	7,072	70,561
Total Trucks Production Hours	**(hrs)**	**6,703**	**6,765**	**7,241**	**20,709**	**7,467**	**7,156**	**8,444**	**8,564**	**9,236**	**9,314**	**6,686**	**6,623**	**7,072**	**70,561**
PKK_Productivities	(bcm/hr)	69	67	64	67	62	59	55	53	50	48	46	43	42	51
Trucks Total Productivities	**(bcm/hr)**	**69**	**67**	**64**	**67**	**62**	**59**	**55**	**53**	**50**	**48**	**46**	**43**	**42**	**51**
PKK_Trucks Fleet	(No)	14	14	15	14.1	15	15	17	18	19	19	14	13	15	16.2
Excavators	**(No)**	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**	**4.0**	**4.0**	**4.0**	**4.0**	**3.0**	**3.0**	**3.0**	**3.0**
Availability	(%)	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%
Utilization	(%)	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Total Excavators Hours	**(hrs)**	**1,329**	**1,286**	**1,330**	**3,945**	**1,365**	**1,340**	**1,563**	**1,601**	**1,715**	**1,712**	**1,226**	**1,126**	**1,177**	**12,826**
Excavators Total Productivities	**(bcm/hr)**	**350**	**350**	**350**	**350**	**341**	**313**	**297**	**281**	**271**	**263**	**251**	**250**	**250**	**281**
Dozer	**(No)**	**4**	**4**	**4**	**4**	**4**	**5**	**5**	**5**	**6**	**6**	**4**	**4**	**4**	**5**
Dozers Applied Factor		1.40	1.40	1.40	-	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Dozers Hours	(hrs)	1,860	1,801	1,862	5,523	1,911	1,876	2,188	2,242	2,401	2,396	1,717	1,577	1,648	17,956
Availaibilities	(%)	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Utilization	(%)	78%	78%	78%	78%	78%	78%	78%	78%	78%	78%	78%	78%	78%	78%
Grader	**(No)**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**
Graders Applied Factor		0.43	0.43	0.43	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
Graders Hours	(hrs)	569	551	569	1,689	584	574	669	685	734	733	525	482	504	5,490
Availaibilities	(%)	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Utilization	(%)	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Small Shovels	**(No)**	**1**	**1**	**1**	**1**	**1**	**2**	**2**	**2**	**2**	**2**	**1**	**1**	**1**	**1.6**
Applied Factor		0.34	0.34	0.34	0.3	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.3
Small Shovels Hours	(hrs)	452	437	452	1,341	464	456	531	544	583	582	417	383	400	4,361
Availaibilities	(%)	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Utilization	(%)	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
WaterCarts	**(No)**	**1**	**1**	**1**	**1**	**1**	**1**	**2**	**2**	**2**	**2**	**1**	**1**	**1**	**1.2**
Applied Factor		0.26	0.26	0.26	0.3	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.26	0.3
WaterCarts Hours	(hrs)	345	334	346	1,026	355	348	406	416	446	445	319	293	306	3,335
Availaibilities	(%)	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Utilization	(%)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

- 17 Articulated Dump Trucks - 40 Tonnes payload or similar (matched to the loading tools).
- 3 Excavators for loading of Articulated dump Trucks - CAT395F L-series excavator or equivalent to match 740 ADTs.
- 4 Track Dozer D8T - Universal Blade or equivalent for maintaining loading faces, stockpiles, and dumps.
- Two Grader CAT 12M or equivalent for maintaining haul routes.
- Water carts (minimum of 2), for dust suppression, fitted with sprayers for wetting un-sealed roads and cannons to spray the loading faces
- Service and lube vehicles.
- LV's for the supervision and all labor transport.
- All equipment's as above highlighted shall be in a perfect working condition, in accordance with Kibali safety and environment requirements. Failing to maintain high level standard of equipment, the Client has the right to stop the operations, up until this is fixed.
- The client and the Contractors shall conduct inspections of the equipment before to commence mining and on monthly basis. Failing to correct the gaps, the contractor should stop the use of the equipment.

8. OPERATIONS SUMMARY

Throughout the execution of this Agreement, the Contractor is required to perform the following activities:

- Dump to design
- Haul roads to mine standard
- Dust management.
- Lighting to ensure 24-hour shift operation.
- Communications. The Contractor shall provide the 2-way radio sets (fixed or hand radio's) for equipment and vehicles. Radios should be digital as per the Client standard. The Client's engineers at the mine shall inspect and approve them prior to start operations.
- Contractor to attend all client statutory meetings (blast, production, OHS and technical).
- The Client and the Contractor shall conduct weekly inspections on the haul road, ramps, bund drains, and ore stockpiles pads, dust suppression, lighting units and radios. A report will be generated, and all gaps identified will have to be corrected within 7 days after the inspection report is communicated. Failing to correct the gaps, the Client will stop the use of the equipment, and Contractor shall replace the stopped equipment at his cost and at the required standards.

9. MINING RATE

9.1. All mining rates shall be DRY rates, exclusive of diesel fuel. The Employer will issue diesel fuel free of charge, at the Mine, for the Contractor's equipment engaged on the works.
9.2. The Contractor shall state its fuel consumption for every priced item in the Bill of Quantities: litres per BCM for load and haul by material type, litres per drilled metre for production and pre-split drilling.
9.3. The consumptions tendered form the Fuel Benchmark. The Fuel Benchmark is fixed for the term and is not subject to escalation or adjustment.
9.4. Fuel issued will be reconciled monthly against the Fuel Benchmark, within ten days of the end of each month, supported by the Contractor's dispensing records, equipment meter readings and tank dip readings.
9.5. Where fuel issued exceeds the Fuel Benchmark for the month, the excess litres will be recovered as a non-negotiable back charge at the Employer's landed cost. Where fuel issued is less than the Fuel Benchmark, no credit accrues to the Contractor.
9.6. The Contractor is responsible for the storage, security, dispensing and metering of all fuel in its custody. Loss, theft, spillage, misuse or use of issued fuel on any other work will be back charged in full.
9.7. The Contractor shall supply, at its own cost, all oils, lubricants, greases, filters, tyres, spare parts and consumables.

The Contractor is responsible, at its own cost, for its own accommodation, food and drinkable water, transport, visas, work permits and any other employee-related expenses. Where any of the above is provided by Kibali, it will result in a non-negotiable back charge.

Pakaka (PKK) layout – pit, waste dump and haul road

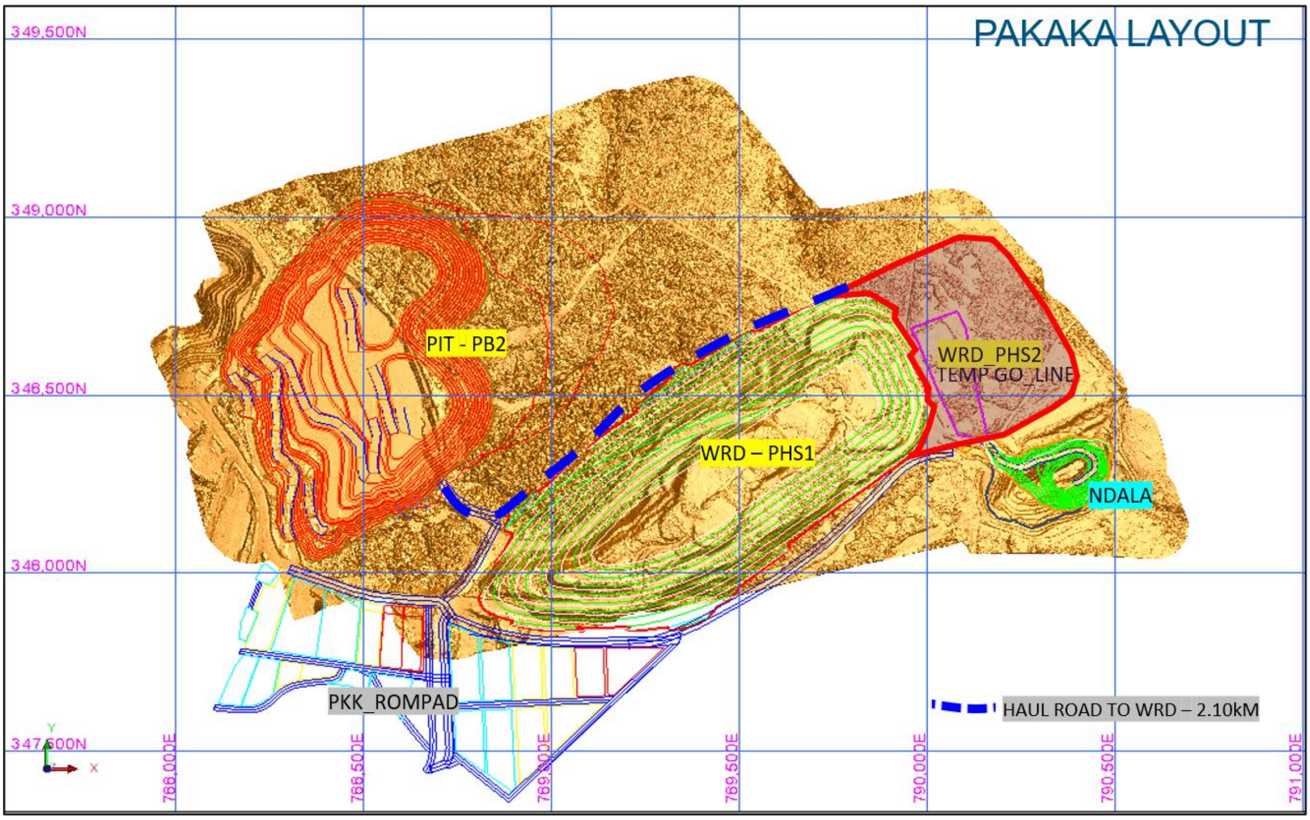

Figure 1: Pakaka (PKK) layout, showing the PKK pit, the waste rock dump phases and the haul road to the WRD. The Design Drawings issued as Annexure 1 prevail over this figure.

SECTION 3: SITE, ACCESS AND LOGISTICS

3.1 The Site and access to the Site

The Kibali Gold Mine is situated in Haut-Uele Province, Watsa Territory, in the north-eastern Democratic Republic of the Congo. The PKK Pit and the designated waste dump(s) lie within the Mine's licence area and are accessed over the Mine's internal road network.

- Access to the Site is controlled. All personnel, vehicles and equipment enter through the Mine's security and induction process.
- The Contractor shall arrange its own international and in-country travel, customs clearance, freight and in-country transport of its equipment, personnel and materials to and from the Site, at its own cost.
- The Contractor shall provide the Employer with personnel schedules, equipment inventories, dimensions, weights, packing lists and lifting or handling requirements sufficiently in advance of mobilisation. Delays caused by incomplete or late information supplied by the Contractor remain the Contractor's responsibility.
- The right of access to the Site is non-exclusive. The Employer, its other contractors and third parties will be working on and around the Site throughout the Term.

3.2 Site conditions

The region has a tropical climate with high humidity and seasonal heavy rainfall. Tenderers shall allow in their rates and programme for the effect of wet weather on trafficability, haul road condition, dewatering, dust control, equipment availability and productivity.

Conditions affecting the Works may include:

- soft, transitional and fresh waste material within the same bench sequence;
- wet and slippery haul roads, ramps and dump surfaces during the rainy season;
- water ingress into the pit requiring continuous dewatering and drainage maintenance;
- live interfaces with the Employer's mining, blasting, drilling and haulage operations and with the Employer's other contractors;
- public and village roads, watercourses and community infrastructure in the vicinity of the Works, which shall be protected from damage, dust and uncontrolled runoff; and
- remote logistics, with long lead times for spares, tyres and consumables.

The Contractor shall repair, at its own cost, any damage caused by it or its Subcontractors to mine, public, village or community infrastructure, including roads used for access.

3.3 Access, security and personnel requirements

- All personnel shall complete the required Kibali inductions and hold valid medical fitness certificates before commencing work.
- Drivers and operators shall hold valid licences, competency certificates and Kibali permits for the equipment they operate.
- All equipment shall comply with the Kibali Gold Mine Equipment Standard and with the Mine's light and mobile equipment requirements, and shall be inspected and approved by the Employer before first use and thereafter monthly.
- All equipment and vehicles shall be fitted with digital two-way radios to the Employer's standard, inspected and approved by the Employer's engineers before the start of operations.
- The Contractor shall comply with the Mine's traffic management rules, speed limits, right-of-way rules, blast clearance procedures and emergency procedures at all times.
- The Employer may suspend any activity, stop the use of any item of equipment, or require the removal from Site of any person who does not comply with the Mine's standards.
- The Contractor is responsible for all immigration formalities, visas, work permits and expatriate quota compliance for its personnel, at its own cost.

3.4 Provided by the Employer

The Employer will provide, at no charge to the Contractor:

- diesel fuel for the Contractor's Equipment engaged on the Works, issued at the Mine as free-issue material and reconciled monthly against the Fuel Benchmark in accordance with Clause 1.3 and Clause 10.11;
- mine plans, designs, bench sequences, dig limits, survey control and the designated destinations for waste and topsoil;
- the charging and firing of blast holes, including explosives and stemming material, by the Employer or a separate contractor appointed by the Employer;
- raw water for dust suppression, where and to the extent expressly stated in the Mining Scope of Work, without any warranty as to adequacy or availability; and
- site governance approvals, including blasting authorisations and approved water discharge points.

3.5 Provided by the Contractor

Everything not expressly stated as being provided by the Employer is to be provided by the Contractor at its own cost, including:

- accommodation, catering, potable water, ablutions and laundry for its personnel;
- all transport of its personnel, including between the point of hire and the Site and between accommodation and the Site;
- visas, work permits, medicals, inductions, competency assessment, training and re-training. The Employer does not provide operator or trade training and is under no obligation to do so;
- oils, lubricants, greases, filters, tyres, spare parts, consumables, small tools and personal protective equipment;
- fuel storage, bowsers, dispensing, metering and fuel management systems required for its operations, together with the associated records;
- workshops, offices, laydown areas, power, lighting plant, communications and IT; and
- mining support equipment, including tower lighting, water carts, graders, dozers, service and lube vehicles and light vehicles.

Where the Employer, at its discretion and whether at the Contractor's request or otherwise, supplies any of the above, the Employer will apply a non-negotiable back charge in accordance with the Agreement.

3.6 Local content, community and environment

- The Contractor shall maximise the employment of Congolese nationals and the use of locally registered subcontractors and suppliers, and shall report on local content monthly.
- The Contractor shall comply with all applicable labour, social security and training levy obligations, including CNSS, INPP and ONEM requirements.
- The Contractor shall manage dust, noise, spillage, hydrocarbons and waste so as to protect surrounding communities, watercourses and the environment, and shall comply with the Employer's environmental management requirements.
- The Contractor shall co-operate with the Employer's community relations team and shall not engage directly with local communities or authorities on matters affecting the Mine without the Employer's prior approval.

SECTION 4: PRICING AND BILL OF QUANTITIES

This Section sets out the pricing requirements and contains the Bill of Quantities to be priced and returned. The priced Bill of Quantities becomes Schedule B (Pricing Schedule) of the Agreement. The requirements below are consistent with, and are repeated in, Schedule B of Part B.

4.1 Pricing requirements

1. All unit rates shall be DRY rates in United States Dollars, exclusive of diesel fuel and exclusive of VAT. No fuel escalation, fuel adjustment or wet-rate alternative will be accepted.
2. The fuel consumption columns shall be completed for every item: litres per BCM for load and haul by material type, litres per drilled metre for production and pre-split drilling, and litres per operating hour for Daywork plant and for each item in the returnable equipment schedule. These entries form the Fuel Benchmark, are contractually binding, and are reconciled monthly under Clause 10.11. A tender submitted with incomplete fuel entries may be declared non-responsive.
3. All unit rates shall be inclusive of haul road, ramp and access road construction, maintenance, grading, drainage, windrow maintenance and dust suppression. Road maintenance shall NOT be priced as a separate item.
4. All unit rates shall be inclusive of waste dump construction and maintenance to design, pit wall battering, pit dewatering and mine drainage, tower lighting, two-way radios, oils and lubricants, and all accommodation, meals, potable water, transport, visas, training and personal protective equipment for the Contractor’s Personnel. Clearing and grubbing and topsoil stripping and stockpiling are measured and priced separately in item 1 of the Bill of Quantities, according to the perimeter concerned.
5. Mobilisation and demobilisation shall be priced as separate lump sums in item 11 of the Bill of Quantities and shall not be included in any unit rate. No mobilisation or establishment charge is payable under Clause 10.1(c); any mobilisation amount tendered will be adjusted by the Employer to nil for the purposes of comparing tenders and is payable only if expressly agreed in writing and recorded in the Appendix.
6. Demobilisation shall be priced as a single lump sum, payable only in the circumstances set out in Clause 10.1(d).
7. Rates shall be fixed for the Term and for any increase in volume of up to 25% under Clause 9.1(g).
8. Where a Fixed Monthly Fee is tendered, it shall be supported by a detailed breakdown of its components, including supervision and staff costs, administration, insurance, workshop and facilities costs, and will be evaluated as part of the total tendered sum.
9. Daywork rates are for the valuation of instructed variations only and are not included in the comparison of the tendered sum, but shall be completed in full.
10. Quantities stated are estimates based on the current pit design. Payment will be made on the quantities measured by survey and certified by the Employer.
11. Clearing, grubbing and topsoil stripping and stockpiling are measured items. Rates shall be stated per hectare and per cubic metre in situ, according to the perimeter concerned, and payment will be made on the areas and volumes measured by joint survey.
12. Standby rates shall be completed for every item of the fleet. Standby is payable only where the Employer instructs a suspension under Clause 6.7 and shall not exceed the Daywork rate tendered for the same item.
13. A wet hole surcharge shall be stated per drilled metre. It is payable only where a hole is verified as wet by the Employer under Clause 5.5(d), and no other allowance for water in blast holes will be paid.
14. The fuel consumption of the support and ancillary fleet shall be stated in litres per month in item 7 of the Bill of Quantities and forms part of the Fuel Benchmark, although the support fleet itself is included in the unit rates.

4.2 Pricing summary

The tenderer shall complete the summary below from the detailed schedules that follow, and shall carry the totals to the Form of Tender in Section 5.

Item	Description	BOQ item	Amount (USD, excl. VAT)	Total fuel (litres)
1	Clearing, grubbing and topsoil stripping and stockpiling	1		
2	Load and haul – soft, transitional and fresh waste	2 and 3		
3	Drill and blast – production and pre-split drilling	4 and 5		
6	Daywork rates (rate only, not carried to the total)	6	Rate only	
8	Fixed Monthly Fee (if any) – 12 months	7		
9	Mobilisation and establishment	8.1		
10	Demobilisation	8.2		
	TOTAL TENDERED SUM (excl. VAT)			

Note: the total fuel litres column is the Fuel Benchmark for the full scope, derived from the tendered consumption rates and the estimated quantities. Rate-only items are priced for the valuation of instructed variations, suspensions and verified wet holes and are not carried to the total tendered sum.

4.3 Bill of Quantities

The schedules that follow shall be priced in full. The Unit Price, Fuel and Rate columns are to be completed by the tenderer; the quantity columns are provided by the Employer and shall not be amended.

BILL OF QUANTITIES / PRICING METHOD

1. Clearing, grubbing and topsoil stripping (measured items)

The quantities below are indicative. Areas and volumes will be measured off the Design Drawings and confirmed by joint survey before the work is carried out, and payment will be made on the quantities so measured. Rates shall be stated per hectare for clearing and grubbing and per cubic metre in situ for topsoil, and shall include grubbing and stumping, the disposal of cleared vegetation and debris to the areas designated by the Employer, the stripping and haulage of topsoil and growth medium to a maximum depth of 300 mm, the placement and shaping of the stockpiles in the locations designated by the Employer, and the erosion protection of those stockpiles. Rates shall be stated according to the perimeter concerned, as required by Section 2, item 1 of the Mining Scope of Work.

DESCRIPTION	UNIT	QUANTITY	UNIT RATE $	FUEL / UNIT	TOTAL COST $	LITRES
CLEAR AND GRUB						
PIT Zone - Doze	Ha	9.39				
Waste Dump Zone - Doze	Ha	16.39				
TOPSOIL STRIPPING						
PIT Zone - Doze, load and haul	M3	28,168				
Waste Dump Zone - Doze, load and haul	M3	49,168				

2. Load and haul – unit rates (dry rates, exclusive of fuel)

PKK PIT	Bench Crest		Total 2026	Unit Price	Total Price
	From	To			
	From	To			
PKK - SOFT WASTE	**5885**	**5880**	**99**		**0**
PKK - SOFT WASTE	**5880**	**5875**	**7,565**		**0**
PKK - SOFT WASTE	**5875**	**5870**	**26,115**		**0**
PKK - SOFT WASTE	**5870**	**5865**	**67,214**		**0**
PKK - SOFT WASTE	**5865**	**5860**	**166,736**		**0**
PKK - SOFT WASTE	**5860**	**5855**	**418,496**		**0**
PKK - SOFT WASTE	**5855**	**5850**	**463,228**		**0**
PKK - SOFT WASTE	**5850**	**5845**	**429,066**		**0**
PKK - SOFT WASTE	**5845**	**5840**	**253,107**		**0**
PKK - SOFT WASTE	**5840**	**5835**	**73,507**		**0**
PKK - SOFT WASTE	**5835**	**5830**	**21,451**		**0**
PKK - SOFT WASTE	**5830**	**5825**	**6,867**		**0**
PKK - SOFT WASTE	**5825**	**5820**	**314**		**0**
PKK - SOFT WASTE	**5820**	**5815**	**-**		**0**
PKK - SOFT WASTE	**5815**	**5810**	**-**		**0**
PKK - TRANS WASTE	**5890**	**5860**	**-**		**0**
PKK - TRANS WASTE	**5860**	**5855**	**-**		**0**
PKK - TRANS WASTE	**5855**	**5850**	**1,053**		**0**
PKK - TRANS WASTE	**5850**	**5845**	**20,848**		**0**
PKK - TRANS WASTE	**5845**	**5840**	**185,005**		**0**
PKK - TRANS WASTE	**5840**	**5835**	**350,437**		**0**

PKK - TRANS WASTE	5835	5830	317,769		0
PKK - TRANS WASTE	5830	5825	218,703		0
PKK - TRANS WASTE	5825	5820	131,517		0
PKK - TRANS WASTE	5820	5815	74,995		0
PKK - TRANS WASTE	5815	5810	-		0
			0		0
PKK - HARD WASTE	5850	5845	-		0
PKK - HARD WASTE	5845	5840	-		0
PKK - HARD WASTE	5840	5835	8,853		0
PKK - HARD WASTE	5835	5830	96,175		0
PKK - HARD WASTE	5830	5825	208,575		0
PKK - HARD WASTE	5825	5820	299,433		0
PKK - HARD WASTE	5820	5815	358,680		0
PKK - HARD WASTE	5815	5810	393,307		0
PKK - HARD WASTE	5810	5805	379,034		0

3. Load and haul – fuel usage (litres per BCM: the Fuel Benchmark)

PKK PIT	Bench Crest		Total 2026	Fuel	Total Fuel
	From	To		L/BCM	
	From	To			
PKK - SOFT WASTE	5885	5880	99		0
PKK - SOFT WASTE	5880	5875	7,565		0
PKK - SOFT WASTE	5875	5870	26,115		0
PKK - SOFT WASTE	5870	5865	67,214		0
PKK - SOFT WASTE	5865	5860	166,736		0
PKK - SOFT WASTE	5860	5855	418,496		0
PKK - SOFT WASTE	5855	5850	463,228		0
PKK - SOFT WASTE	5850	5845	429,066		0
PKK - SOFT WASTE	5845	5840	253,107		0
PKK - SOFT WASTE	5840	5835	73,507		0
PKK - SOFT WASTE	5835	5830	21,451		0
PKK - SOFT WASTE	5830	5825	6,867		0
PKK - SOFT WASTE	5825	5820	314		0
PKK - SOFT WASTE	5820	5815	-		0
PKK - SOFT WASTE	5815	5810	-		0
PKK - TRANS WASTE	5890	5860	-		0
PKK - TRANS WASTE	5860	5855	-		0
PKK - TRANS WASTE	5855	5850	1,053		0
PKK - TRANS WASTE	5850	5845	20,848		0
PKK - TRANS WASTE	5845	5840	185,005		0
PKK - TRANS WASTE	5840	5835	350,437		0
PKK - TRANS WASTE	5835	5830	317,769		0
PKK - TRANS WASTE	5830	5825	218,703		0
PKK - TRANS WASTE	5825	5820	131,517		0

PKK - TRANS WASTE	**5820**	**5815**	**74,995**		**0**
PKK - TRANS WASTE	**5815**	**5810**	**-**		**0**
			0		**0**
PKK - HARD WASTE	**5850**	**5845**	**-**		**0**
PKK - HARD WASTE	**5845**	**5840**	**-**		**0**
PKK - HARD WASTE	**5840**	**5835**	**8,853**		**0**
PKK - HARD WASTE	**5835**	**5830**	**96,175**		**0**
PKK - HARD WASTE	**5830**	**5825**	**208,575**		**0**
PKK - HARD WASTE	**5825**	**5820**	**299,433**		**0**
PKK - HARD WASTE	**5820**	**5815**	**358,680**		**0**
PKK - HARD WASTE	**5815**	**5810**	**393,307**		**0**
PKK - HARD WASTE	**5810**	**5805**	**379,034**		**0**

4. Drill and blast – unit rates (dry rates, exclusive of fuel)

PKK	**Unit**	**Total meters**	**Total LOM**	**Unit Rate**	**Total Price**
Trans Waste Meters	**M**	94,648	94,648		0.00
Fresh Waste Meters	**M**	146,725	146,725		0.00
Wall control-Presplit Meters	**M**	13,346	13,346		0.00

Total Production Meters	**241,373**
Total Presplit Meters	**13,346**

5. Drill and blast – fuel usage (litres per metre: the Fuel Benchmark)

PKK PIT	**Unit**	**Total meters**	**Total LOM**	**LITER / LM**	**Total LITERS**
Trans Waste Meters	**M**	94,648	94,648		0.00
Fresh Waste Meters	**M**	146,725	146,725		0.00
Wall control-Presplit Meters	**M**	13,346	13,346		0.00

Total Production Meters	**241,373**
Total Presplit Meters	**13,346**

6. Daywork rates (for instructed variations only)

DESCRIPTION	**UNIT**	**UNIT RATE**	**FUEL / UNIT**	**QUANTITY**	**VALUE**	**LITRES**
DAYWORKS						

Equipment ADT Grader Dozer D9R Water Bowser	hr hr hr hr hr			Rate Only Rate Only Rate Only Rate Only Rate Only		

7. Fixed monthly fee and any other costs

Fix Monthly Fee (FMF)	Provide a detailed breakdown of the various fees and expenses that make up my fixed costs, such as staff costs, administration costs and any other relevant components. If you choose to go with a fixed monthly cost, please provide

8. Mobilisation and demobilisation (lump sums)

Item	Description	Basis	Amount (USD, excl. VAT)
11.1	Mobilisation and establishment	Single lump sum covering the transport of the Contractor's Equipment and Personnel to Site and the establishment of the Contractor's facilities. No mobilisation or establishment charge is payable under Clause 10.1(c). Any amount tendered shall be disclosed here and shall not be included in any unit rate; it will be adjusted to nil for the purposes of comparing tenders and is payable only if expressly agreed in writing and recorded in the Appendix.	
11.2	Demobilisation	Single lump sum, payable only in accordance with Clause 10.1(d) once the Contractor has removed all equipment, personnel, facilities, materials and waste and has cleared the Site within the period permitted.	

Mobilisation is not payable under the Agreement as drafted. Item 11.1 is included so that any mobilisation cost a tenderer wishes to bring to the Employer's attention is disclosed separately rather than recovered through the unit rates.

SECTION 5: RETURNABLE SCHEDULES AND FORM OF TENDER

Tenderers shall complete and return every schedule in this Section, together with the priced Bill of Quantities in Section 4 and the supporting safety, commercial, statutory and technical documentation. Incomplete submissions may be considered non-responsive.

5.1 Form of Tender

To: Kibali Goldmines SA (the "Employer")

Having examined the Tender Package for the waste mining (pre-strip) of the PKK Pit, including the Mining Scope of Work, the Bill of Quantities, the draft Mining Works and Mining Services Agreement and all addenda issued, we offer to execute and complete the Mining Works and to perform the Mining Services for the tender sum entered below and detailed in the accompanying priced Bill of Quantities.

Item	To be completed by the tenderer
Total tendered sum (excl. VAT)	
Currency	US Dollars
Tender validity period	
Total Fuel Benchmark for the scope (litres)	
Company name and registration number	
Registered address	
Local content / ownership status	
Authorised signatory (name and position)	
Signature and date	

The tenderer confirms that it has attended the compulsory site briefing and inspection, has reviewed the Design Drawings and the Kibali Equipment Standard, and has allowed in its rates for all conditions reasonably foreseeable at the Site.

5.2 Master returnable documentation checklist

Every document listed below shall be submitted with the tender. Enter the tenderer's own document reference in the third column so that each submitted document can be traced during evaluation. The fourth column shows the evaluation criterion the document supports (S = safety, C = commercial, T = technical) and the schedule of this Section in which it is detailed. A criterion for which no document is submitted will be scored zero.

No.	Document	Tenderer's document ref.	Supports / detailed in
1	Completed and signed Form of Tender		C1, C2 – Clause 5.1
2	Priced Bill of Quantities, with every rate completed		C1 – Section 4
3	All fuel consumption entries completed (L/BCM, L/m, L/hr)		C1 – Section 4 and Clause 5.6
4	Detailed build-up of rates, fixed monthly fee and demobilisation		C1 – Section 4
5	Schedule of qualifications and exclusions		C2 – Clause 5.9
6	Confirmation of acceptance of the draft Agreement in Part B		C2 – Clause 5.1

No.	Document	Tenderer's document ref.	Supports / detailed in
7	Confirmation from a bank or surety of ability to issue the performance bond, and parent company guarantee undertaking where applicable		C2 – Clause 5.4, item 13
8	Confirmation of insurability against Clause 14 of the Agreement		C2 – Clause 5.4, item 12
9	Commercial, statutory and local content documentation		C3 – Clause 5.4
10	Safety file and all supporting safety documentation		S1 – Clause 5.3
11	ISO 45001 or ISO 18001 certificate		S2 – Clause 5.3, item 15
12	Curricula vitae and qualifications of safety personnel, and safety officer to workforce ratio		S3 – Clause 5.3, items 6 and 16
13	Three-year LTIFR and TRIFR performance, plan against actual		S4 – Clause 5.3, item 17
14	Mining method statement		T1 – Clause 5.5 and 5.8
15	Quality assurance and quality control plan, including survey and dig-to-design control		T2 – Clause 5.5
16	Organisation chart, key personnel schedule, curricula vitae and manning histogram		T3 – Clause 5.7
17	Company profile, comparable project experience and client references		T4 – Clause 5.5
18	Equipment and fuel consumption schedule, and maintenance and availability strategy		T5 – Clause 5.6
19	Level II programme against the monthly bench profile		T6 – Clause 5.8
20	Proposed subcontractors and suppliers		C3, T4 – Clause 5.4, item 14

5.3 Returnable safety documentation

This schedule sets out the evidence on which the safety criteria in Clause 1.8 will be scored. Items 1 to 14 together constitute the safety file required by Section B of the KGM Contractor Safety Standard.

No.	Document	What it must show	Tenderer's document ref.
1	Safety file or index compliant with Section B of the KGM Contractor Safety Standard	That the file is complete against the Standard, including permits, risk assessments, training records and emergency plans	
2	Safety performance indicator reports	How safety is measured and managed, including LTIFR, TRIFR, near misses and corrective actions	
3	Project-specific safety plan	The approach to safety during loading, hauling, dumping, drilling, road maintenance and dewatering on this project	
4	Health and safety policy signed by top management	Executive commitment to the Journey to Zero	
5	Safety manual and standard operating procedures	Safe work procedures for loading, hauling, dumping, drilling, blast clearance, dust suppression, road maintenance and traffic management	

No.	Document	What it must show	Tenderer’s document ref.
6	Safety professionals schedule (one per 50 employees)	Planned workforce strength for the project, the number of qualified safety officers to be appointed, and their curricula vitae and certifications	
7	Training plans and documentation	Training matrix, training needs analysis, induction, refresher and competency records and attendance registers for operators and staff	
8	Audit system	Internal and external audit schedule, sample audit reports and an audit manual complying with the ISO certification standards	
9	Health surveillance programme	Medical surveillance and fitness-to-work assessments, the surveillance programme and documented details of inspections	
10	Incident management	Incident and near-miss reporting, investigation and close-out procedure, with root cause analysis examples	
11	Risk management	Risk management manual and procedures, preliminary risk register and job hazard analyses specific to waste mining and haul road work	
12	Work rosters	Shift rosters and rotation plan demonstrating fatigue management and compliance with the Employer’s rules for 24-hour operations	
13	Fitness for work	Fitness-for-work policy, drug and alcohol policy, testing records, fatigue protocols and return-to-work process	
14	Emergency response plan	Emergency preparedness and response arrangements for the Site, including interface with the Employer’s emergency services	
15	ISO 45001 or ISO 18001 certificate	A valid and current certificate, where the tenderer is certified	
16	Safety personnel qualifications	Detailed curricula vitae and qualifications of all safety personnel to be appointed to the project	
17	Three-year safety performance statistics	Lagging indicators including LTIFR and TRIFR, plan against actual, for each of the last three years	

5.4 Returnable commercial, statutory and local content documentation

Items 1 to 11 support the local content, ownership and ARSP compliance criterion. The tenderer shall answer each of the four local content questions in items 8 to 11 with a yes or no and attach the supporting evidence.

No.	Document or question	Tenderer’s document ref. / answer
1	Company registration certificate and commercial registry certificate (RCCM)	
2	Company ownership information, including shareholding structure	
3	Registered physical and postal address	
4	Tax and VAT registration and tax clearance documentation	
5	ARSP, INPP, CNSS and ONEM registration and compliance documentation	
6	Audited financial statements for the last three years	

No.	Document or question	Tenderer's document ref. / answer
7	Banking details and bank reference	
8	Does the company have a DRC content plan in place? (attach the plan)	
9	Is at least 51% of the company's equity owned by a citizen or citizens of the DRC? (attach evidence of shareholding)	
10	Are at least 80% of executive and senior management positions held by DRC citizens? (attach the management schedule)	
11	Are 100% of the company's non-managerial and other positions occupied by DRC citizens? (attach the establishment schedule)	
12	Proof of insurance or written confirmation of insurability against Clause 14 of the Agreement	
13	Written confirmation from a bank or surety of the ability to issue the performance bond required by Clause 3.2 and Item 18 of the Appendix, and a parent company guarantee undertaking where the tenderer is not the ultimate parent company	
14	Proposed subcontractors and suppliers, with their DRC registration status	
15	Applicable operating licences and authorisations	
16	Anti-bribery, anti-corruption and sanctions compliance declarations	

5.5 Returnable technical documentation

This schedule sets out the evidence on which the technical criteria in Clause 1.8 will be scored, other than the equipment, personnel and programme schedules which follow in Clauses 5.6 to 5.8.

No.	Document	What it must show	Tenderer's document ref.
1	Mining method statement	Understanding of the scope: bench sequence and configuration, drill and blast including wall control, load and haul fleet match and cycle times, placement of waste to design, haul road and ramp construction and maintenance, dewatering, dust suppression and lighting for continuous operations	
2	Quality assurance and quality control plan	Survey control, dig-to-design and dump-to-design compliance, measurement and monthly reconciliation of quantities, inspection and reporting regime	
3	Company profile and comparable project experience	Open-pit waste mining and pre-strip contracts of similar volume and duration, with volumes and production rates achieved	
4	Client references	At least three contactable references for the projects listed, with contract value, volumes and dates	
5	Maintenance and equipment availability strategy	Maintenance philosophy, workshop and spares arrangements on Site, and the availability and utilisation targets underpinning the tendered production	
6	Fuel management plan	How issued fuel will be received, stored, secured, dispensed, metered and reconciled per item of equipment against the Fuel Benchmark under Clause 10.11	

No.	Document	What it must show	Tenderer's document ref.
7	Environmental management plan	Dust, noise, hydrocarbon, spillage and waste management, and protection of watercourses and community infrastructure	
8	Reporting systems	Daily production and HSE reporting, monthly reporting and the systems used	

5.6 Returnable equipment schedule

The tenderer shall list every item of production and support equipment proposed for the Works. The list shall as a minimum satisfy the minimum fleet stated in Section 2 and every item shall comply with the Kibali Equipment Standard. The fuel consumption stated for each item forms part of the Fuel Benchmark. This schedule becomes Schedule E of the Agreement.

No.	Equipment type	Make and model	Qty	Year of manufacture	Hours / km operated	Owned or leased
1						
2						
3						
4						
5						
6						
7						
8						

The tenderer shall also state its tendered consumption for each priced work item, which shall correspond to the entries in the Bill of Quantities:

Work item	Unit	Tendered fuel consumption
Load and haul – soft waste	litres per BCM	
Load and haul – transitional waste	litres per BCM	
Load and haul – fresh waste	litres per BCM	
Production drilling – transitional	litres per metre	
Production drilling – fresh	litres per metre	
Wall control (pre-split) drilling	litres per metre	
Support fleet (dozers, graders, water carts, service vehicles)	litres per month	

On appointment as preferred contractor, the Contractor shall provide the technical and physical data of each item of equipment with a new purchase price exceeding US$100,000, including make, model, year of manufacture, year of purchase, insured value, approximate market value, registration number, condition, designed production capacity and hours or kilometres operated.

5.7 Returnable key personnel schedule

The tenderer shall list the personnel it proposes to engage on Site in a supervisory or management capacity, together with an organisation chart, the curricula vitae of each person listed and a manning histogram for the Term. This schedule becomes Schedule D of the Agreement.

No.	Position	Name	Nationality	Years of experience	CV attached
1	Project / Contract Manager				
2	Mining Manager / Superintendent				
3	Mining Engineer				
4	Drill and Blast Supervisor				
5	Maintenance Manager				
6	Safety Manager / Officer(s)				
7	Surveyor				
8	Shift Supervisors				

5.8 Returnable programme and method statement

The tenderer shall attach a Level II programme covering mobilisation, establishment and the 12 month mining sequence, aligned to the monthly bench profile in Section 2 and to the target of 15,000 BCM per day.

No.	Milestone / activity	Planned start	Planned finish
1	Award, contract signature and performance bond		
2	Safety file approval and mobilisation planning		
3	Mobilisation of equipment and personnel		
4	Inductions, equipment inspections and establishment		
5	Clearing, grubbing and topsoil stripping		
6	Haul road and ramp construction		
7	Commencement of drill and blast		
8	Commencement of load and haul		
9	Achievement of 15,000 BCM per day		
10	Completion of the pre-strip and handover of the workings		
11	Demobilisation and clearance of Site		

5.9 Schedule of qualifications and exclusions

Any qualification, deviation, exclusion or assumption on which the tender is based shall be listed below, with reference to the relevant clause or Bill of Quantities item. Qualifications not listed here will be deemed to have been withdrawn.

No.	Clause / BOQ item	Qualification, deviation or exclusion	Commercial effect
1			
2			
3			
4			

No.	Clause / BOQ item	Qualification, deviation or exclusion	Commercial effect
5			

The method statement required by Clause 5.5 shall address: the mining sequence and bench configuration; the drill and blast approach, including wall control; the load and haul fleet match and cycle times; haul road construction and maintenance; waste dump construction to design; dewatering; dust and lighting management; maintenance and equipment availability; fuel management, metering and reconciliation; survey and dig-to-design control; and the manning plan.

PART B DRAFT CONTRACT

The draft Mining Works and Mining Services Agreement set out below, together with its Appendix and Schedules, forms part of this Tender Package. Tenderers shall price on the basis of this draft.

- The Mining Scope of Work in Section 2 of Part A is incorporated as Schedule A.
- The priced Bill of Quantities in Section 4 of Part A is incorporated as Schedule B.
- The returnable key personnel schedule in Clause 5.7 is incorporated as Schedule D, and the returnable equipment and fuel consumption schedule in Clause 5.6 is incorporated as Schedule E.
- The Design Drawings and the Kibali Equipment Standard issued as Annexures 1 and 2 are incorporated into Schedule A.

Dated [●] 2026

KIBALI GOLD MINE SA

(the "Employer")

- and -

[CONTRACTOR]

(the "Contractor")

MINING WORKS AND MINING SERVICES AGREEMENT – PKK PIT WASTE MINING (PRE-STRIP)

Contents

Clause **Page**

Contents

Clause **Page**

Contents

Clause **Page**

Contents

Clause **Page**

Schedules

THIS AGREEMENT is made on ____, 2026 between:

(1) **KIBALI GOLDMINES SA,** a company incorporated in the Democratic Republic of Congo and having its registered office address at 4239 Avenue Tombal Baye, 3ème Étage 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 (the "Employer");

(2) [**INSERT FULL NAME OF COMPANY**] a [company] [corporation] incorporated [in] [COUNTRY] [with limited liability] with registration number [NUMBER] whose principal place of business is at [●], including its successors and permitted assigns and its subsidiary and affiliated companies (the "**Contractor**").

BACKGROUND:

(A) The Employer desires that certain Mining Works and Mining Services at the Employer's Kibali Mine should be executed, completed and performed by the Contractor.

(B) The Employer has accepted a tender by the Contractor for the execution and completion of these Mining Works and Mining Services and the remedying of any defects and the performance of these Mining Works and Mining Services.

IT IS AGREED that:

If there is any inconsistency between the Conditions, the Appendix and the Schedules then, to the extent necessary to resolve such inconsistency, the documents comprising the Agreement shall apply in the following order of priority:

1. The Appendix

2. Schedule J: the Special Conditions (if any)

3. Schedule A: the Mining Scope of Work, in respect of the technical requirements of, and the allocation of supply responsibility for, the Mining Works and the Mining Services

4. The Conditions

5. The Schedules (excluding Schedules A and J)

If the Contractor finds any discrepancy, ambiguity or inconsistency between any of the documents forming the Agreement, the Contractor shall immediately notify the Employer giving details of such discrepancy, ambiguity or inconsistency and shall comply with the Employer's instructions in relation thereto.

APPENDIX

	Item	Clause Reference	Data
1	Applicable Law	1.10	Law of England and Wales
2	Commencement Date	1.4	The date notified in writing by the Employer, being no earlier than 1 October 2026 and no later than 1 December 2026
3	Project	1.1	The mining, loading and hauling to waste dump of approximately 4,978,149 BCM of Waste (pre-strip), including drilling and blasting, from the PKK Pit at the Site, together with the associated Mining Works, all as described in the Mining Scope of Work
4	Contractor's Name and Address	17.2	[●] Telephone number: [●] Facsimile number: [●] E-mail: [●] With a copy to each of the following: [●]
5	Contractor's Representative	3.3	[●] Email: [●] Telephone: [●]
6	Country	1.1	Democratic Republic of Congo
7	Currency of Payment	9.3	US Dollar
8	Effective Date	1.1	The date of this Agreement
9	Electronic transmission systems	1.12	Email
10	Employer's Name and Address	16.8	Kibali Gold Mine SA **Jan Jacobs – General Manager:** Email: Jan.Jacobs@barrick.com Telephone: +255 742 201 861/+255 28 252 0601 6002 **Masesa Salamba:** Email: masesa.salamba@barrick.com **Other Channels:** E-mail: legal@barrick.com

11 Interest for late payment	10.6	Not Applicable
12 Mine	1.1	Kibali Gold Mine SA
13 Mining Code	1.1	Mining Code of the Democratic Republic of Congo
14 Diesel Fuel	10.11	Issued by the Employer free of charge as free-issue material for the Contractor's Equipment engaged on the Mining Works and the Mining Services. The rates in the Pricing Schedule are dry rates exclusive of fuel.
15 Normal Working Hours		24 hours a Day 7 Days per week
16 Fuel Benchmark and Reconciliation	10.11	The fuel consumption rates tendered by the Contractor in the Pricing Schedule and Schedule E. Reconciled monthly, within 10 Days of month end. Consumption in excess of the Fuel Benchmark Quantity is recovered at the Employer's landed cost per litre plus 10% handling as a Non-Negotiable Back Charge.
17 Payment Terms	10	30 Days
18 Performance Security	3.2	Applicable. An on-demand performance bond in an amount equal to 100% of the Contract Price for the first 12 Months of the Term, and in no event less than 85% of that amount. A parent company guarantee is required where the Contractor is not the ultimate parent company.
19 Senior Representative	17.2	In respect of the Employer: Masesa Salamba In respect of the Contractor: [●]
20 Term	1.1	12 Months from the Commencement Date, subject to extension under Clause 7.6 (Option to Extend Term)
21 Not Used		
22 Time for Completion	1.1	12 Months from the Commencement Date
23 Transport to Site of Contractor and Subcontractor's staff	4.12	All locations. The Contractor is responsible for all transport of the Contractor's Personnel and any Subcontractor's staff between their point of hire and the Site and between their accommodation and the Site, at its own cost.
24 Site	1.1	Kibali Gold Mine, Democratic Republic of Congo
25 Workers' Compensation & Employer's Liability Insurance by Contractor	14.1(a)(i)	Policy limits not less than 5,000,000.00 per occurrence.
26 Motor Vehicle Liability Insurance by Contractor	14.1(a)(ii)	Policy limits not less than 100,000.00 per occurrence.
27 Commercial General Liability Insurance by Contractor	14.1(a)(iii)	Policy limits not less than 5,000,000.00 per occurrence.

28	Contractor's Plant and Equipment Insurance	14.1(a)(iv)	Policy limits not less than replacement value.
29	Professional Indemnity Insurance by Contractor	14.1(a)(v)	Policy limits not less than US$2,000,000.00 per occurrence.
30	Workers' Compensation & Employer's Liability Insurance by Employer	14.6(a)	Not Applicable.
31	Third Party Liability Insurance by Employer	14.6(b)	Not Applicable.
32	Special Conditions	1.1	Not Applicable.
33	Total aggregate liability cap	13.3(b)	100% of Contract Price
34	Local Shareholder	1.7(f)	Yes [To be completed by the Contractor in its tender response]

GENERAL CONDITIONS

1 INTERPRETATION

This Clause survives the termination of this Agreement. In this Agreement:

1.1 Definitions

In this Agreement the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

"Affiliate" means a company in the same Group as a Party.

"Agreement" means this agreement including the Conditions, the Appendix and the Schedules.

"Appendix" means the appendix to this Agreement.

"Authorities" means any authority empowered to exercise the relevant power within the Country.

"Barrick Gold 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 Gold Group Company" means any company which is owned wholly or partly by Barrick Gold Corporation and which includes Barrick Gold Corporation.

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

"BOQ" means the bill of quantities forming part of the Mining Scope of Work.

"Commencement Date" has the meaning given to it in Clause 1.4.

"Conditions" means the terms and conditions set out herein at Clauses 1-17.

"Contract Price" means the rates for the Mining Works and the Mining Services, together with the Demobilisation Amount (if any), as set out in the Pricing Schedule and as may be adjusted in accordance with the terms of this Agreement.

“**Contractor**” has the meaning set forth in the preamble of this Agreement and its successors and assigns.

"Contractor’s Deliverables" means the deliverables to be provided by the Contractor in accordance with Clause 1.5 (Contractor’s Deliverables) as set out in Schedule F (Contractor’s Deliverables).

"Contractor’s Documents" means all Drawings, plans, results, geological data, drawings, specifications, operating procedures and other technical data and information relating to the relevant mining permits, all financial analysis, calculations, feasibility study, scoping, magnetic surveys, drill logs, chips and core samples, and residues from assaying and interpretation of geological, mineralogical, metallurgical data, opinions, legal agreements, correspondences with government agencies and third parties, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under this Agreement.

"Contractor’s Equipment" means all apparatus, plant, machinery, vehicles and other things required for the execution and completion of the Mining Works and the performance of the Mining Services.

"Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution and completion of the Mining Works and the performance of the Mining Services.

"Contractor's Representative" means the person appointed from time to time by the Contractor under Clause 3.3 (Contractor's Representative) and named in Item 5 of the Appendix, who acts on behalf of the Contractor.

"Country" means the jurisdiction identified as such in Item 6 of the Appendix.

"Day" means a Gregorian calendar Day.

"Demobilisation Amount" means the lump sum (if any) stated in the Pricing Schedule for demobilisation, payable only in the circumstances set out in Clause 10.1 (The Contract Price, Mobilisation and Demobilisation).

"Design Drawings" means the pit, waste dump, haul road and ramp design drawings issued by the Employer and annexed to the Mining Scope of Work (including the drawings derived from the Employer's DXF files), as may be amended by the Employer from time to time, and "Design Drawings" shall be read as included within the definition of Drawings.

"**Dispute**" means any dispute, difference, controversy or Claim arising under or in respect of this Agreement or in connection with the performance of the Mining Works and/or the Mining Services.

"Drawings" means the drawings of the Mining Works and/or the Mining Services, as included in this Agreement, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with this Agreement.

"Effective Date" means the date specified in Item 8 of the Appendix.

"Employer's Bank Account" means the bank account of the Employer to which SWIFT confirmation of the Performance Security is to be sent, as confirmed in writing by the Employer.

"Employer's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Mining Works and the performance of the Mining Services, as stated in the Mining Scope of Work. The Parties acknowledge that, save as expressly stated in the Mining Scope of Work, no Employer's Equipment is made available to the Contractor under this Agreement.

"Employer's Personnel" means all staff, labour and other employees of the Employer; and any other personnel regarded by the Employer as Employer's Personnel.

"Employer's Risks" means (a) use or occupation by the Employer of any part of the Mining Works, except as may be specified in this Agreement; and (b) design of any part of the Mining Works and/or the Mining Services by the Employer's Personnel or by others for whom the Employer is responsible.

"Equipment Purchase Request" has the meaning given to it in Clause 12.4 (Acquisition of the Contractor's Equipment at Expiry of the Term).

"Equipment Standard" means the Kibali Gold Mine equipment standard annexed to the Mining Scope of Work, with which all Contractor's Equipment brought onto the Site must comply.

"Extended Term" means the further period by which a previous Term is extended pursuant to Clause 7.6 (Option to Extend Term).

"Final Payment Certificate" means the payment certificate issued under Clause 10.9 (Issue of Final Payment Certificate).

"Final Statement" means the statement defined in Clause 10.7 (Application for Final Payment Certificate).

"Force Majeure" is defined in Clause 15 (Force Majeure).

"Good Engineering 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 international market leading Contractor in the international mining and process plant sector experienced in providing similar works and services to the Mining Works and the Mining Services for projects of a similar size, scope and complexity to the Project.

"Governmental Agency" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, court, department, commission, authority, tribunal, agency or entity having binding authority over the matter in question.

"Group" means any persons, corporations or other forms of enterprise (including direct and indirect parent and subsidiary companies), which directly or indirectly controls, is controlled by, or is under common control with, a Party hereto and each of such entities' successors and assigns. For the purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, Agreement, voting trust or otherwise.

"Key Person" means the individuals fulfilling the roles agreed between the Employer and the Contractor as key for the purposes of Clause 4.11 (Key Persons), such persons to be listed in a side letter signed by both the Employer and the Contractor which letter is to be revised from time to time.

"Laws" 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.

"Local Shareholder" means a third party entity or individual in the Country who maintains a significant interest in the issued share capital of the Contractor.

"Mine" means the Mine identified in Item 12 of the Appendix that is located on the Site at which the Contractor is to execute and complete the Mining Works and perform the Mining Services in accordance with this Agreement.

"Mine Plan" means the mine plan prepared by the Employer and set out in the Mining Scope of Work at Schedule C (Mine Plan), which describes the sequencing for the construction of access and haulage roads, the mining of Ore from the relevant part of the Site during the Term and which incorporates mining sequence plans, landform designs, access and haulage roads, as may be amended by the Employer in accordance with this Agreement, and which provides for extraction of Ore in accordance with the Production Schedule.

"Mining Code" means the Mining Code identified in Item 13 of the Appendix, including any amendments thereto from time to time.

"Mining Scope of Work" means the document so named at Schedule A (Mining Scope of Work) and any additions and modifications to the scope of works in accordance with this Agreement.

"Mining Services" means the drilling and blasting, extraction, loading into trucks, transportation and unloading of Waste (including pit wall battering and placement of Waste on the waste dump to design), all as described in the Mining Scope of Work, but excluding the charging of explosives into blast holes, which shall be carried out by the Employer or by another contractor appointed by the Employer. No Ore is to be mined under this Agreement unless and until the Employer instructs the mining of Ore as a Variation.

"Mining Works" means the clearing and grubbing of the open pit and waste dump footprints, the stripping and stockpiling of topsoil and growth medium, the construction, maintenance and reinstatement of the haulage and access roads and related infrastructure (including approximately 1.2 kilometres of ex-pit haul road to the waste dump), the establishment and maintenance of the waste dump, and pit dewatering and mine drainage, in each case to enable the efficient provision of the Mining Services throughout the Term, all as described in the Mining Scope of Work.

"Notice" has the meaning given to it at Clause 17.2 (Notices).

"Non-Negotiable Back Charge" means a deduction from any sum otherwise due to the Contractor, in an amount equal to the Employer's full cost of supply as determined by the Employer, where the Employer supplies any goods, service or facility which under this Agreement or the Mining Scope of Work is the Contractor's responsibility to provide (including oils, lubricants, accommodation, meals, potable water, transport, visas, work permits, training and personal protective equipment), and includes the recovery of any diesel fuel issued to the Contractor in excess of the Fuel Benchmark Quantity, or lost, stolen, spilled, contaminated, misused or used on other work, in each case determined in accordance with Clause 10.11. The Contractor irrevocably agrees that such back charge is not subject to negotiation, set-off or Dispute.

"Mobilisation Costs" means the costs of mobilising the Contractor's Equipment and Contractor's Personnel to the Site. The Parties acknowledge that no Mobilisation Costs are payable by the Employer under this Agreement.

"Ore" means the mineral mined and delivered to the Processing Plant from the relevant part of the Site as described in the Mining Scope of Work as designated by the Employer in its sole discretion.

"Party" means the Employer or the Contractor, as the context requires.

"Payment Certificate" means a payment certificate issued under Clause 10.4 (Issue of Payment Certificates), other than the Final Payment Certificate.

"Performance Security" means (where required as specified in Item 18 of the Appendix) the security, or securities (if any) under Clause 3.2 (Performance Security).

"Pricing Schedule" means the document so named included at Schedule B (Pricing).

"Processing Plant" means all buildings and infrastructure established for the processing of Ore and includes the Ore pad and associated crushing systems, conveyors, stockpiles, offices, workshops and adjacent coarse reject bins.

"Production Schedule" means the production schedule set out in Table 1 (Summary of Physicals) of the Mining Scope of Work, which for the purposes of this Agreement provides for the mining of approximately 4,978,149 BCM of Waste over the Term at an average rate of 15,000 BCM per Day, being the schedule referred to in Schedule A (Production Schedule) that sets out on a monthly basis the volumes of Ore and Waste to be mined and delivered by the Contractor to the Processing Plant or stockpile, as may be amended from time to time by the Employer.

"Project" means the development of the Employer's open pit and Mine operation (which includes the Mining Works and the Mining Services) as identified in Item 3 of the Appendix.

"Relevant Policies" means the Employer's ethics and anti-bribery policy as the Employer or any relevant industry body may update them from time to time.

"Relevant Requirements" means all applicable Laws relating to anti-bribery and anti-corruption (including without limitation the Bribery Act (UK), the Foreign Public Officials Act (Canada), and the U.S. Foreign Corrupt Practices Act).

"Relevant Terms" means a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in Clause 1.11.

"**Required Rating**" means a long term unsecured rating of at least A with S&P.

"**S&P**" means the credit rating agency known as Standard & Poor's.

"Sanctioned Person" means:

(a) a person or entity with whom United States persons or entities are restricted from doing business under the regulations of the United States Treasury Department's Office of Foreign Asset Control ("OFAC") (including those persons and entities named on the OFAC Specially Designated and Blocked Persons List);

(b) a person designated under any European Union, United Kingdom, Canada or any other applicable jurisdiction (including the jurisdiction of incorporation of the Contractor) or other applicable sanctions regime (including, without limitation, persons and entities named on HM Treasury's Consolidated List of Financial Sanctions Targets); and/or

(c) a person 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),

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

"Schedules" means the document(s) entitled schedules as annexed to this Agreement.

"Senior Representative" means a representative of either Party at a senior executive level, named in Item 19 of the Appendix appointed by that Party to attempt to resolve any dispute in accordance with Clause 16.2 (Dispute Resolution), as each may be replaced from time to time by notice in writing.

"SHE Requirements" means the Employer's safety, health, environmental and community management requirements included in the Mining Scope of Work or if not so included provided to the Contractor from time to time.

"Site" means the places where the Mining Works are to be executed and the Mining Services are to be performed and any other places as may be specified in this Agreement as forming part of the Site.

"Site Regulations" means certain codes of practice and/or internal procedures relating to health and safety, emergencies, site security and the conduct of activities at the Site as made available by the Employer to the Contractor in writing.

"Special Conditions" has the meaning given to it in Item 32 of the Appendix.

"Statement" means a statement submitted by the Contractor as part of an application, under Clause 10.3 (Application for Payment Certificates), for a Payment Certificate.

"Subcontractor" means any person named in this Agreement as a subcontractor, or any person appointed as a subcontractor, for a part of the Mining Works and/or the Mining Services; and the legal successors in title to each of these persons.

"Term" means the period commencing from the Effective Date until the earlier of:

(a) the expiry of the period identified in Item 20 of the Appendix thereafter; or

(b) if there is an Extended Term the expiry of the Extended Term, and the termination of this Agreement.

"Time for Completion" means the time for completing the Mining Works under Clause 6.2 (Time for Completion of the Mining Works), as stated in Item 22 of the Appendix subject to any extension under Clause 6.4 (Extension of Time for Completion).

"Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Effective Date exercising Good Engineering Practice.

"Variation" means any change to the Mining Works and/or the Mining Services, which is instructed or approved as a Variation under Clause 9 (Variations).

"Waste" means soil, rock and other material, other than Ore, which is required to be mined or removed from the Mine, as described in the Mining Scope of Work as designated by the Employer in its sole discretion.

1.2 Interpretation

In this Agreement, except where the context requires otherwise:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) written or in writing means hand-written, type-written, printed or electronically made (including email), and resulting in a permanent record;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to "dollar" or "$" is to United States Dollar currency;

(f) a reference to a "Party" is to a Party to this Agreement, and a reference to a Party to a document includes the Party's officers, employees, executors, administrators, successors and permitted assigns and substitutes;

(g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(h) a reference to any Law, including any statute, ordinance, code or other law, shall be treated as including reference to any delegated or subordinated Laws (including regulations and other instruments) issued under the authority of the first-mentioned Laws, and consolidations, amendments, re-enactments or replacements of any such Laws or delegated / subordinated Laws;

(i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions, and the use of such words shall be deemed to be followed by "without limitation" or "but not limited to", whether or not they are followed by such phrases or similar expressions;

(j) a rule of construction does not apply to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it;

(k) subject to any express provision in this Agreement to the contrary, a provision of this Agreement which says that a Party:

    (i) "may" do or not do something is not to be construed as imposing an obligation on that Party to do or not do that thing;

    (ii) "shall" do or not do something is to be construed as imposing a mandatory obligation on that Party to do or not do that thing; and

(l) if a Day on or by which an obligation shall be performed or an event shall occur is not a Business Day, the obligation shall be performed or the event shall occur on or by the next Business Day.

1.3 Additional Provisions in Relation to Interpretation

(a) Each of the provisions of this Agreement is severable and distinct from the others and if for any reason any one or more of such provisions is found to be ineffective, inoperable or unenforceable, it shall be severed and deemed to be deleted from this Agreement and, in such event, the remaining provisions of this Agreement shall continue to have full force and effect.

(b) Unless expressly stated otherwise in writing by the relevant Party, any failure to exercise or to delay in exercising a right or remedy under or in relation to this Agreement shall not constitute a waiver of such right or remedy nor a waiver of any other right or remedy. No waiver of a breach or of a default under this Agreement shall constitute a waiver of any other breach of or default under this Agreement or affect the terms of this Agreement. Any waiver by a Party of any of its rights or remedies under or in relation to this Agreement shall be received in writing by that Party.

(c) The Parties acknowledge and agree that the terms of this Agreement have been freely and fairly negotiated between them. Each Party acknowledges that in executing this Agreement they have relied solely on their judgment, belief, and knowledge and such advice as they may have received and they have not been influenced by any representations or statements made by any other party. No provision of this Agreement is to be interpreted for or against any Party because that Party or its counsel drafted such provision.

(d) Where any number of Days is prescribed in this Agreement, it shall be reckoned exclusive of the first Day and inclusive of the last Day.

(e) Obligations under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement including, by way of illustration only, the obligations in Clause 1.17 (Confidential Details) shall survive the termination or expiration of this Agreement.

1.4 Commencement Date

(a) The Contractor shall commence the Mining Works and Mining Services on the date set out in Item 2 of the Appendix (the "**Commencement Date**").

(b) This Agreement shall apply to all and any parts of the Mining Works and Mining Services carried out by the Contractor (or any person on the Contractor's behalf) whether carried out before or after the date of this Agreement.

(c) Any payments made by the Employer to the Contractor under or in connection with any such Mining Works and Mining Services shall be considered payments made on account under this Agreement.

1.5 Contractor Deliverables

The Contractor shall provide to the Employer the following Contractor Deliverables in accordance with the relevant timeframes:

- the safety management plan and the Production Schedule, one month prior the Commencement Date;
- the relevant insurance certificates, upon the arrival on site of any equipment;
- the relevant government body registration certificates.

The other Contractor Deliverables shall be provided in due course and at the latest by the Commencement Date.

Failure to provide the Contractor Deliverables within the stated period shall entitle the Employer to withhold any payment until such deliverables are received and approved.

1.6 Contractor to Carry Out the Mining Works and the Mining Services

The Contractor shall carry out and complete the Mining Works and Mining Services in accordance with this Agreement, including the Mining Scope of Work, the Design Drawings, the Equipment Standard, the Special Conditions (if any), the Mine Plan and the Production Schedule issued by the Employer, and in compliance with all applicable laws and regulations, including the DRC Mining Code. The Contractor shall meet the performance standards and reporting requirements set out in the Mining Scope of Work and in Schedule F (Key Performance Indicators, Penalties and Bonuses) and shall adhere to the Employer's safety management program and environmental procedures.

1.7 Representations and Warranties

The Contractor represents and warrants that:

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

(b) all information provided to the Employer in connection with the Employer'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 Employer incomplete, inaccurate or misleading;

(c) the Contractor has complied with the instructions given to it in the tender process with respect to the provision of information and so far as reasonable has provided information which would be relevant to the Employer's decision to retain the Contractor to carry out the Mining Works and the Mining Services and to perform its other obligations under this Agreement;

(d) it has the necessary expertise, experience and capability including sufficient and competent managers, employees, supervisors, foremen, tradespersons and other personnel to carry out the Mining Works and to provide the Mining Services efficiently and expeditiously and in accordance with this Agreement;

(e) it has satisfied itself as to the adequacy and extent of the Contractor's Equipment required and the adequacy of the Contract Price and on this basis is satisfied as to the achievability of:

(i) the Mining Scope of Work, and the Time for Completion in relation to the Mining Works; and

(ii) the Production Schedule in relation to the Mining Services,

and warrants that the Mining Works can be executed and completed, and the Mining Services can be provided, economically on this basis, and

(f) if applicable under Item 34 of the Appendix, it shall procure that the Local Shareholder shall have as at the Commencement Date and shall maintain a significant interest in the issued share capital of the Contractor during the term of this Agreement to ensure compliance with the Mining Code of the Democratic Republic of Congo and any applicable local content requirements under Congolese mining regulations

(g) The Parties hereby warrant and undertake each to the other that they have respectively entered into and executed this Agreement by their duly authorised representatives in accordance with all procedures required by their respective governing laws and constitutional documents.

1.8 Execution

(a) This Agreement may be executed in two or more counterparts which shall together constitute one agreement. Either Party may enter into this Agreement by duly executing any such counterpart.

(b) Each Party agrees that where this Agreement is signed by electronic signature (whatever form the electronic signature takes) that method of signature is as conclusive of that Party's intention to be bound by this Agreement as if signed by a Party's manuscript signature.

1.9 Prior Agreements

This Agreement shall supersede any and all prior agreements, understandings, arrangements, promises, terms, conditions and/or any prior contract of any form or nature whatsoever, which may have been made or entered into prior to the execution of this Agreement.

1.10 Governing Law and Language

(a) The Law which is to govern this Agreement and any non-contractual obligations arising from or in connection with this Agreement is the Law stated in Item 1 of the Appendix and any disputes arising out of this Agreement shall be determined in accordance with the dispute resolution procedure as set out in Clause 16 (Claim and Dispute Resolution). The Parties expressly exclude the application of the Vienna Convention on International Sales of Goods of 11 April 1980 (CISG).

(b) If there are versions of any part of this Agreement which are written in more than one language, the version which is in English shall prevail. The language for communications shall be English.

1.11 Anti-Corruption and Anti-Bribery, Compliance with Industrial Relations Laws and Human Rights

(a) Notwithstanding any other provision of this Agreement the Contractor shall:

(i) comply with the Relevant Requirements;

(ii) not engage in any activity, practice or conduct which would constitute an offence under any Relevant Requirements;

(iii) comply with the Relevant Policies;

(iv) have and shall maintain in place throughout the Term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements, the Relevant Policies and will enforce them where appropriate;

(v) promptly report to the Employer 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 Agreement; and

(vi) immediately notify the Employer in writing if a public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor, and the Employer warrants that it has no public officials as officers, employees or direct or indirect owners at the date of this Agreement.

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

(i) none of the officers, directors, and employees of it, its Affiliates or its Subcontractors have made, authorised given or offered to give (directly or indirectly) and covenants that it will not (and shall procure that the officers, directors and employees of it, its Affiliates or its Subcontractors will not) make, authorise, give or offer to give (directly or indirectly) to any person or any political party any payment, bribe, gift, gratuity, commission or other thing of value, as an inducement or reward (a) for doing or forbearing to do any action in relation to this Agreement; or (b) for showing or forbearing to show favour or disfavour to any person in relation to this Agreement;

(ii) it shall ensure that no monies paid to it by the Employer under this Agreement shall be used by the Contractor for bribery or similar illegal activity;

(iii) it does not employ, engage or otherwise use any child labour or involuntary domestic servitude;

(iv) it does not use slave or other forced labour in any form (including prison, indentured, bonded or otherwise) nor does it participate in human trafficking;

(v) it shall provide a safe and healthy workplace, presenting no unusual hazards given the nature of the Mining Works and the Mining Services to the Contractor's workforce. Any housing provided by the Contractor shall be safe for habitation;

(iv) it shall not discriminate against any employees on any ground (including race, religion, disability or gender);

(vii) it shall not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

(viii) subject to Clause 4.2 (Rates and Wages and Conditions of Labour) it shall pay each employee at least a minimum wage or a fair representation of the prevailing industry wage (whichever is the higher) and provides each employee with all legally mandated benefits;

(ix) 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;

(x) it shall comply with the laws on working hours and employment rights (if any) in the Country and in all countries in which it operates; and

(xi) it shall be respectful of its employees' right to join and form independent trade unions and freedom of association.

(c) The Contractor shall ensure that any person associated with the Contractor who is performing services, works or providing goods in connection with this Agreement (including Subcontractors) does so only on the basis of the Relevant Terms. The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Employer for any breach by such persons of any of the Relevant Terms.

(d) The Contractor agrees that it is responsible for undertaking due diligence upon and monitoring its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of works, goods and services that are used by the Contractor when performing its obligations under this Agreement.

(e) The Contractor shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.

(f) The Contractor shall comply with all applicable industrial relation Laws.

(g) The Contractor shall immediately notify the Employer and keep it fully informed of any industrial relations issue that arises with its employees and/or the employees of any subcontractor who is engaged in performing any part of the Mining Works or Mining Services or the Contractor's other obligations under this Agreement, including, but not limited to:

(i) any industrial action or threatened industrial action;

(ii) if the Contractor receives a union right of entry notice applicable to the Site or any Employer premises; or

(iii) the Contractor's negotiation of workplace and enterprise bargaining agreements or other industrial agreements.

(h) The Contractor shall provide the Employer with a report on any industrial issues that arise under Clause 1.11(g) if requested by the Employer.

(i) The Contractor shall, in the event of any industrial relation disputes involving the Contractor's workforce, take all reasonable steps, including making such applications to the applicable courts as may be available to him, to ensure as far as possible that its ability to perform the Mining Works or Mining Services is not interrupted or prevented or that the business of the Employer is not otherwise disrupted.

(j) If the Contractor sub-contracts any part of the Mining Works or Mining Services, the Contractor shall ensure that any sub-contract contains the same or substantially equivalent terms as this Clause 1.11 so as to enable the Contractor to ensure that the Employer is notified of any industrial relations matters that may affect the ability of the Contractor to perform the Mining Works or Mining Services and for the Contractor to take steps to ensure that his subcontractor takes steps equivalent to those in Clause 1.11(i).

(k) The Contractor shall comply with the United Nations Declaration of Human Rights and shall maintain ethical and human rights policies which implement the Voluntary Principles on Security and Human Rights. The policies shall incorporate an appropriate complaints procedure which caters for any breaches of those policies. Any breach of the Contractor's ethical and human rights policies shall be reported to the Employer as soon as practicable.

(l) The Contractor will ensure that:

(i) the Contractor's Personnel undertake the Mining Services in accordance with the Contractor's ethical and human rights policies; and

(ii) its ethical and human rights policies and procedures are supported by a training package made available to all of the Contractor's Personnel who are at the Site.

(m) The Contractor shall, upon request, provide to the Employer (and the Employer shall be entitled to retain) any information and/or documentation for the purposes of the Employer's due diligence on the Contractor, including but not limited to such documents verifying the identity of the Contractor and its beneficial owner(s)) and any other such information and/or documentation that the Employer may require for such purposes from time to time.

(n) The Contractor or its nominees shall be entitled to undertake an audit of the Contractor and the Contractor's Personnel to ensure compliance with the provisions of this Clause 1.11 and the Contractor shall promptly provide such information as the Employer (or its nominee) may require from time to time.

(o) The Contractor acknowledges and agrees that the Employer has the right to conduct investigations, and audit the Contractor or Contractor's Personnel, in order to verify compliance with the terms of this Clause 1.11. The Contractor shall cooperate fully with such investigations or audits and procure the cooperation of Contractor's Personnel.

1.12 Communications

(a) Wherever this Agreement provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in Item 9 of the Appendix to the address for the recipient's communications as stated in Items 4 and 10 of the Appendix.

(b) Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

(c) For critical notices (including termination, suspension, or claims), the sending Party shal request acknowledgement of receipt.

(d) Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

1.13 Assignment

(a) Neither Party shall assign the whole or any part of this Agreement or any benefit or interest in or under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

(b) Notwithstanding the foregoing, the Employer may assign the benefit of this Agreement to any Affiliate or any party acquiring an interest in the Mine and assign or charge all or any of its benefits by way of security to any financial institution and shall give to the Contactor written notice thereof in each case. The Contractor agrees to enter into any acknowledgement and/or agreement for the purposes of effecting any such assignment if necessary and as required by the Employer.

1.14 Delayed Drawings or Instructions

(a) The Contractor shall give notice to the Employer whenever the Mining Works and/or the Mining Services are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and details of the nature and amount of the delay or disruption likely to be suffered if it is late. To the extent practicable the Contractor shall also include in the relevant notice suggestions as to mitigating steps which the Contractor could take to reduce the amount of delay or disruption if a delay in issue of a drawing or instruction is unavoidable.

(b) The Employer shall acknowledge receipt of the notice and issue the required drawing or instraction, or provide alternative directions, within 7 Days of receipt of the notice

.

1.15 Employer's Use of Contractor's Documents

(a) As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor (the "**Contractor's Copyright Works**"). The Contractor warrants and undertakes to the Employer that the copyright, design rights and other intellectual property rights in the Contractor Copyright Works are vested or will vest in the Contractor (or, where appropriate, that the Contractor has or will obtain the benefit of a licence in respect of such rights) such that the Contractor has full right and liberty to grant the licence and to assume and undertake the obligations contained in this Clause 1.15 without restriction or limitation.

(b) Title to any Contractor Copyright Works that have been created or procured by the Contractor specifically for the performance of the Mining Works or Mining Services shall vest in the Employer at the end of the Term, provided that the Contractor may retain a copy of all such documents or drawings (other than proprietary documents supplied by others) for its own internal use only.

(c) The Contractor shall be deemed (by signing this Agreement) to give to the Employer an irrevocable, perpetual, non-terminable transferable non-exclusive worldwide royalty-free licence (including the right to sublicence) to copy, use, exploit and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

   (i) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Mining Works and shall not be affected by any termination of this Agreement (howsoever arising)

   (ii) entitle any person in proper possession of the relevant part of the Mining Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing and/or reinstating the Mining Works and/or re-performing and/or continuing the Mining Services; and

   (iii) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Contractor.

(d) The Contractor shall be liable for and shall indemnify (and keep indemnified) and hold the Employer harmless against and from all damages, losses and expenses (including reasonable legal fees and expenses) resulting from any infringement of any existing or future copyright, design rights or intellectual property rights of any third party caused by or arising out of the use of the Contractor's Documents in executing and completing the Mining Works and/or in performing the Mining Services, the exercise of the licence granted in this Clause 1.15 or the **failure to procure such a licence.**

1.16 Contractor's Use of Employer's Documents

(a) As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Mining Scope of Work, the Mine Plan, the Drawings and other documents made by (or on behalf of) the Employer (the **"Employer Copyright Works**"). The Contractor may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement. The Employer's Copyright Works shall not, without the Employer's prior written consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of this Agreement.

1.17 Confidential Details

(a) The Contractor shall disclose all such confidential and other information as the Employer may reasonably require in order to verify the Contractor's compliance with this Agreement.

(b) Subject to the requirements of the Contractor's proper corporate governance and the requirements of regulators all information, reports and drawings related to the Project shall remain confidential and the Contractor shall not disclose any such information, reports or drawings to any third party without the prior written approval of the Employer. Following completion of the Mining Works and the Mining Services, all information, reports and drawings shall become the property of the Employer.

(c) The Contractor shall keep confidential all information in whatever form and of whatever nature that is directly or indirectly disclosed by the Employer or any of the Employer's representatives, agents or employees (whether before or after the Effective Date) to the Contractor or to any of which directly or indirectly comes to the attention of the Contractor in each case in connection with business and affairs of the Barrick Gold Corporation group of companies.

1.18 Compliance with Laws

(a) The Contractor shall, in performing this Agreement, comply with applicable Laws. Unless otherwise stated in this Agreement:

(i) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Mining Works and the Mining Services, and any other permissions described in the Mining Scope of Work as having been (or being) obtained by the Employer; and

(ii) the Contractor shall give all notices, pay all taxes, duties, penalties, surcharges, fees and expenses, and obtain all permits, licences and approvals, as required by the Laws and the Mining Scope of Work in relation to the execution and completion of the Mining Works and the performance of the Mining Services; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

(b) The Employer shall be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, for all taxes, duties, penalties, surcharges, costs, fees and expenses (including professional adviser fees and expenses) paid by the Employer after a request to do from any governmental, inter-governmental, supranational body, agency, department or regulatory, self-regulatory or other authority or organisation in the Country which the Contractor disputes, omits or otherwise refuses to pay contrary to the Laws and the Mining Scope of Work.

(c) The Employer may (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor by obtaining copies of the Laws of the Country which are relevant to this Agreement but are not readily available and for the Contractor's applications for any permits, licences or approvals as required in this Clause 1.18.

1.19 Sanctions

(a) If the Contractor or the Employer enter into (or have entered into) contractual relations with a third party, the Contractor and the Employer shall take reasonable steps to ensure that:

(i) all applicable national and international export control regulations are complied with;

(ii) there will be no infringement of an embargo imposed by the European Union, United Kingdom, Canada, the United States of America and/ or by 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 and/ or supplied to a third party, these are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorisation, unless required authorisation is provided; and

(iv) the regulations applicable to Sanctioned Persons concerning the trading with entities, persons and organisations listed therein are complied with.

(b) If required to conduct export control checks, the Contractor, upon request by the Employer but subject to the Employer complying with all reasonable requirements as to confidentiality, shall promptly provide the Employer with all information pertaining to the source of particular goods, works and services provided by the Contractor as part of the Mining Scope of Work, as well as any applicable export control restrictions.

1.20 Joint and Several Liability

If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:

(a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of this Agreement;

(b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and

(c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

2 THE EMPLOYER

2.1 Right of Access to the Site

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in Item 15 of the Appendix, or if not so stated, within such times as may be required to enable the Contractor to proceed with the Mining Works in accordance with the programme submitted under Clause 6.3 (Programme) and/or the Mining Services in accordance with the Production Schedule. The right and possession may not be exclusive to the Contractor. The Contractor shall plan and coordinate the Mining Works and the Mining Services and its access to the Site so as to minimise any disruption to the Employer's mining operation or to the works and services provided by other contractors and consultants operating at the Site and to minimise any disruption to the Mining Works and/or the Mining Services.

2.2 Employer's Personnel

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

(a) co-operate with the Contractor's efforts under Clause 3.6 (Co-Operation); and

(b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Clause 3.8 (Safety Procedures) and under Clause 3.15 (Protection of the Environment).

(c) The Employer shall provide reasonable advance notice of any activities by its personnel or other contractors that may affect the Contractor's work and shall be liable for any delay, disruption, or damage caused by the acts or omissions of its personnel or other contractors.

2.3 Employer's Claims

(a) If the Employer considers itself to be entitled to any payment under or otherwise in connection with this Agreement, the Employer shall give notice and particulars to the Contractor. [Notice is not required however for payments for alcohol in respect with Clause 4.5 (Facilities for Staff and Labour)].

(b) The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim. The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount to which the Employer considers itself to be entitled in connection with this Agreement.

(c) The Employer shall issue any notice of claim within **3 Days** of becoming aware of the event or circumstances giving rise to the claim. All claims shall be made in good faith and supported by reasonable substantiation. Any unresolved claims shall be dealt with in accordance with Clause 16 (Claims and Dispute Resolution).

2.4 Instructions of the Employer

(a) The Employer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution and completion of the Mining Works and/or the performance of the Mining Services, all in accordance with this Agreement. If an instruction constitutes a Variation, Clause 9 (Variations) shall apply.

(b) Subject to the below the Contractor shall comply with the instructions given by the Employer on any matter related to this Agreement. Whenever practicable, the instructions shall be given in writing. If the Employer:

(i) gives an oral instruction;

(ii) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within 2 Days after giving the instruction; and

(iii) does not reply by issuing a written rejection and/or instruction within 2 Days after receiving the confirmation,

then the confirmation shall constitute the written instruction of the Employer.

(c) Notwithstanding any Clause to the contrary if and to the extent that compliance with any instruction would in the opinion of the Contractor, acting reasonably, (i) compromise the safety of any of the Contractor's Personnel at the Site; or (ii) cause the Contractor to breach any warranty obligation or undertaking to the Employer given under or in connection with this Agreement, then:

(i) the Contractor shall immediately notify the Employer of the same in writing identifying the relevant warranty, obligation or undertaking which the Contractor believes would be breached or the way in which the safety of the Contractor's Personnel at the Site would be compromised;

(ii) the Employer shall consider the written notification received from the Contractor and shall issue a response to the Contractor in respect of the Contractor's notification within a reasonable period of time. The Employer may cancel or vary the relevant instruction;

(iii) if the Employer nevertheless instructs the Contractor to proceed with the instruction the Contractor shall be relieved from any liability to the Employer for breach of the relevant warranty, obligation or undertaking to the extent that such breach results from the relevant instruction; and

(iv) the Contractor shall not be obliged to comply with any instruction which would compromise the safety of the Contractor's Personnel at the Site or breach the Contractor's own health and safety guidelines where these impose a higher standard than the Employer's SHE Requirements.

2.5 Determinations

(a) Whenever this Agreement provides that the Employer shall proceed in accordance with this Clause 2.5 to agree or determine any matter, the Employer may consult with the Contractor in an endeavour to reach agreement. If agreement is not achieved, the Employer shall make a fair determination in accordance with this Agreement, taking due regard of all relevant circumstances.

(b) The Employer shall give notice to the Contractor of each agreement or determination, with supporting particulars. The Contractor shall give effect to each agreement or determination provided always that the Contractor has the right to dispute the determination upon giving notice of its dissatisfaction within 28 Days of receiving the determination, whereupon the dispute shall be determined in accordance with Clause 16 (Claims and Dispute Resolution).

2.6 Performance

(a) In performing their obligations under this Agreement the Parties will work together in accordance with Good Engineering Practice, in a professional and time efficient manner.

(b) Without prejudice to the generality of the foregoing in performing their respective obligations under this Agreement the Parties shall at all times act in order to give effect to the agreed objective of fulfilling the Mining Scope of Work and the other commercial purposes of this Agreement.

(c) Accordingly, whenever in this Agreement the Parties are required to "agree" any matter they shall do so with the agreed objective of realising the commercial purpose of this Agreement as referred to in this Clause 2.6 and otherwise upon and in order to give effect to the terms of this Agreement.

3. THE CONTRACTOR

3.1 Contractor's General Obligations

The Contractor shall:

(a) execute and complete the Mining Works and perform the Mining Services in accordance with this Agreement and with the Employer's instructions;

(b) provide the Contractor's Documents specified in this Agreement, and all Contractor's Personnel, consumables and other things and services, whether of a temporary or permanent nature, required in and for the design, execution, completion and remedying of defects in the Mining Works and the performance of the Mining Services;

(c) be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction and shall comply with the Site Regulations and all and any other reasonable conditions imposed by the Employer;

(d) whenever required by the Employer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution and completion of the Mining Works and for the performance of the Mining Services. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer;

(e) comply and ensure that all persons within its control comply with the Site Regulations;

(f) and, if applicable, shall procure that the Contractor's Personnel shall:

(i) comply with the IT and security policies and procedures of the Employer, as notified from time to time;

(ii) only access the internet using the Employer's IT systems for business purposes;

(iii) not access websites or services from the Employer's IT systems that may have an adverse effect on or otherwise disrupt the performance of the Employer's IT systems (including networks), and in particular shall not access the following websites or services:

(A) online radio, audio or video streaming;

(B) instant messaging or webmail services (including Skype, Google Hangout, Googlemail and Hotmail); or

(C) social networks (including Twitter, Facebook, Bebo and YouTube);

(iv) co-operate in any reasonable security arrangements that the Employer considers necessary to prevent that party, or any unauthorised third party, from accessing an IT system or data in a manner prohibited by this Agreement; and

(v) ensure that all users of the Employer's IT systems undertake a controlled authorisation process before access is granted, and remove access privileges in a timely manner once they are redundant.

(g) remove any materials, equipment or tools it installs within the Employer's IT systems, and if it does not remove such materials, equipment or tools within thirty [30] days of the expiry or earlier termination of this Agreement, the Employer may use (or, at the Employer's discretion, dispose of) such material, equipment or tools as if they were part of the Employer's own IT systems at no cost.

(h) carry out and complete the Mining Works and shall perform the Mining Services in accordance with the Mining Code, the current requirements and standards of the South African construction regulations to the extent that such regulations impose a standard higher than the applicable regulations in the Country (to the extent the Country's regulations are equal to or higher than those of South Africa then the Country's regulations shall apply);

(i) co-ordinate the development and completion of all aspects of the Mining Works and the performance of the Mining Services in conjunction with any consultant appointed by the Employer to design the Project; and

(j) not be entitled to any addition to the Contract Price or to an extension to the time for completion of the Mining Works to the extent that any aspect of the Contractor's Mining Works and/or Mining Services is inaccurate, incomplete or is not fit for its intended purpose as a result of a failure by the Contractor to comply with the requirements of this Clause 3.1.

(k) receive the diesel fuel issued by the Employer under Clause 10.11 (Fuel Issue, Fuel Benchmark and Monthly Reconciliation), the rates in the Pricing Schedule being dry rates exclusive of fuel, and be solely responsible for the storage, security, dispensing, metering, recording and monthly reconciliation of all fuel in its custody, and for any consumption in excess of the Fuel Benchmark, which shall be subject to a Non-Negotiable Back Charge;

(l) supply, at its own cost, all oils, lubricants, greases, filters, tyres, spare parts, consumables, small tools and personal protective equipment required for the Mining Works and the Mining Services;

(m) provide, at its own cost, all accommodation, meals, potable water, ablutions, laundry, transport (including transport between the point of hire and the Site and between accommodation and the Site), visas, work permits and all other expenses relevant to the Contractor's Personnel;

(n) provide, at its own cost, all induction, competency assessment, training and re-training of the Contractor's Personnel required to perform the Mining Works and the Mining Services safely and to the standards required by this Agreement. The Employer does not provide operator or trade training to the Contractor's Personnel and shall be under no obligation to do so;

(o) acknowledge and agree that if the Employer, at its discretion and whether at the Contractor's request or otherwise, supplies any item, service or facility referred to in Clauses 3.1(k) to 3.1(n) above, the Employer shall be entitled to apply a Non-Negotiable Back Charge in respect of that supply; and

(p) co-operate fully with the Employer and with any other contractor engaged by the Employer at the Site (including any contractor engaged to charge and fire blast holes and any contractor engaged to carry out the balance of the mining of the PKK Pit or any other pit), and, on expiry or earlier termination of the Term, hand over the workings, haul roads, ramps, waste dump and dewatering installations in a safe, stable and trafficable condition, to design and free of standing water, so as to permit the Employer or its incoming contractor to continue mining without interruption.

3.2 Performance Security

(a) Where so stated in Item 18 of the Appendix, the Contractor shall obtain (at its own cost) and provide to the Employer within not less than fourteen (14) Days before the Commencement Date the following Performance Security, each duly executed by the parties to them (other than the Employer):

(i) an on-demand performance bond in the form issued by the Employer with the tender documents and annexed at Schedule H (Form of On-Demand Performance Bond) from a financial institution having the Required Rating in an amount equal to that specified in Item 18 of the Appendix;

(ii) a parent company guarantee from the Contractor's ultimate parent company in the form issued by the Employer with the tender documents and annexed at Schedule I (Form of Parent Company Guarantee).

(b) Notwithstanding any other provision of this Agreement, the Employer shall not be obliged to make any payment to the Contractor while any or all of the Contractor's obligations under this Clause 3.2 (Performance Security) remain unperformed, and for the avoidance of doubt if the Employer makes any payment to the Contractor during this period, this shall be without prejudice to the Employer's right to obtain reimbursement of any such payment or the Employer's right to withhold any further payment to the Contractor.

(c) If the surety or guarantor (as the case may be) providing the Performance Security referred to in Clause 3.2(a) (Performance Security) ceases to have the Required Rating, the Contractor shall promptly, but in any case within seven (7) Days provide a replacement bond on materially the same terms from a financial institution with the Required Rating. The Contractor shall ensure that the Performance Security is valid and enforceable until 30 Days after the expiry of the Term.

(d) Without prejudice to the rights of the Employer to issue a notice of termination in accordance with Clause 8 (Termination by Employer) where the Contractor fails to comply with its obligation contained 3.2(b) and 3.2(c) (Performance Security), the Employer shall be entitled to claim the full amount of the Performance Security and hold such monies as cash collateral for the discharge of Contractor's obligations and Liabilities under or in relation to this Agreement.

(e) Whenever, as a result of Variations or otherwise, the Contract Price is increased the Employer reserves the right to instruct the Contractor to increase the value of the relevant Performance Security in an amount proportionate to such increase (taking account of previous claims on such security. If the Contractor fails to do so within twenty eight (28) Days of such instruction, the Employer shall be entitled to withhold a sum equivalent to the amount by which the Contractor is required to increase the value of the relevant Performance Security or, if there are not sufficient sums due to the Contractor against which the Employer can exercise such rights of withholding and the Contractor has not provided cash collateral in an equivalent amount, the Company Employer shall be entitled to issue a notice of termination in accordance with Clause 8 (Termination by Employer) after the expiry of the twenty eight (28) Days' period. For the avoidance of doubt, the relevant Performance Security shall otherwise continue to be required to comply with the requirements of this Clause 3.2 (Performance Security).

3.3 Contractor's Representative

(a) The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under this Agreement. The Contractor shall not, without the prior written consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement.

(b) The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of this Agreement. If the Contractor's Representative is to be temporarily absent from the Site during the execution and completion of the Mining Works and/or during the performance of the Mining Services, a suitable replacement person shall be appointed, subject to the Employer's prior consent, and the Employer shall be notified accordingly.

(c) The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Clause 2.4 (Instructions of the Employer).

(d) The Contractor's Representative shall be fluent in the language for communications set out in Clause 1.10 (Governing Law and Language).

3.4 Subcontractors

(a) The Contractor shall not subcontract the whole of the Mining Works and/or the whole of the Mining Services without the prior written consent of the Employer.

(b) The Contractor shall be responsible for the acts or defaults of any Subcontractor, its agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in this Agreement:

  (i) the Contractor shall give the Employer not less than 28 Days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and

  (ii) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer in the event of termination under Clause 11.2 (Termination by Employer).

(c) The Contractor shall be responsible for paying any amounts properly due to its Subcontractors (if any) and indemnifies and holds the Employer harmless from and against any damages, losses and expenses resulting from any failure by the Contractor to make such payments. The Employer shall have the right to make any payments that are properly due directly to any Subcontractor(s) in order to avoid a delay in the execution of the Mining Works and/or a delay in the performance of the Mining Services caused by the Contractor's failure to comply with this Clause 3.4. Prior to exercising this remedy the Employer shall notify the Contractor that he intends to exercise its rights pursuant to this Clause.

(d) Any amounts paid by the Employer to any Subcontractor(s) shall be deducted from the Contract Price and such deduction shall be applied to the relevant Payment Certificate in accordance with Clause 10.3 (Application for Payment Certificate).

3.5 Assignment of Benefit of Warranties

To the extent that the Contractor has the benefit of any warranties, guarantees, product warranties or similar under or in connection with the Mining Works and/or the Mining Services which will continue in effect after completion of the Mining Works and/or expiry of the Term (as applicable), then the Contractor shall upon a written request from the Employer, procure the assignment of the benefit of such warranties and guarantees to the Employer to take effect on or after the date of completion of the Mining Works and/or expiry of the Term (as applicable).

3.6 Co-Operation

(a) The Contractor shall, as specified in this Agreement or as instructed by the Employer, allow appropriate opportunities for carrying out work to:

(i) the Employer's Personnel;

(ii) any other contractors or consultants employed by the Employer; and

(iii) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in this Agreement. The Contractor shall pro-actively seek from the Employer information about any of the above persons who may wish to carry out work on or near the Site to ensure that the Mining Works and the Mining Services are coordinated with their work or services so as to minimise any interference with or delays to the Mining Works and Mining Services and/or to any of the above persons.

(b) Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur additional Unforeseeable cost and/or delay in completion of the Mining Works or delay in the performance of the Mining Services. Services for these personnel and other contractors may include the use of Contractor's Equipment or access arrangements which are the responsibility of the Contractor.

(c) Without prejudice to the provisions of this Clause 3.6 the Contractor and the Employer shall at all times work proactively to minimise the extent of any such additional Unforeseeable cost or delays.

3.7 Setting Out

The Contractor shall set out the Mining Works in relation to original points, lines and levels of reference specified in this Agreement or notified by the Employer. The Contractor shall be responsible for the correct positioning of all parts of the Mining Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Mining Works.

3.8 Safety Procedures

The Contractor shall:

(a) comply with all applicable safety regulations;

(b) provide adequate personal protective equipment for all the Contractor's Personnel;

(c) take care for the safety of all persons entitled to be on the Site;

(d) use reasonable efforts to keep the Site and Mining Works clear of unnecessary obstruction so as to avoid danger to persons;

(e) comply fully with the Employer's SHE Requirements;

(f) provide fencing, lighting, guarding and watching of the Mining Works until completion of the Mining Works and during performance of the Mining Services; and

(g) provide any temporary works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Mining Works and/or the performance of the Mining Services, for the use and protection of the public and of owners and occupiers of adjacent land.

3.9 Quality Assurance

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of this Agreement. The system shall be in accordance with the details stated in this Agreement. The

Employer shall be entitled to audit any aspect of the system. Compliance with the quality assurance system shall not relieve the Contractor of any of its duties, obligations or responsibilities under this Agreement.

3.10 Site Data

The Contractor shall be deemed to have obtained, prior to the date of this Agreement, all necessary information as to risks, contingencies and other circumstances which may influence or affect the Mining Works and/or the Mining Services and/or the performance by the Contractor of its other obligations under this Agreement. The Employer has and shall have no responsibility for providing any data relating to such matters to the Contractor nor for the accuracy, sufficiency or completeness of data collected by the Contractor. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings and other available information, and to have been satisfied prior to entering into this Agreement as to all relevant matters, including (without limitation):

(a) the form and nature of the Site, including sub-surface conditions;

(b) the hydrological and climatic conditions;

(c) the extent and nature of the work and Contractor's Equipment necessary for the execution and completion of the Mining Works and the performance of the Mining Services;

(d) the Laws, procedures and labour practices of the Country; and

(e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

3.11 Sufficiency of the Contract Price and Time for Completion

(a) The Contractor shall be deemed to:

(i) have satisfied itself as to the correctness and sufficiency of the Contract Price; and

(ii) have based the Contract Price on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Clause 3.10 (Site Data).

(b) Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations under this Agreement and all things necessary for the proper execution and completion of the Mining Works and the proper performance of the Mining Services.

(c) In addition the Contractor shall be deemed to:

(i) have scrutinised the nature and requirements of the Mining Works and the Mining Services, its programming and resources, the proposed Time for Completion for the Mining Works and the Production Schedule for the Mining Services, and on the basis of that exercise, fully satisfied itself that the Contractor can successfully complete the Mining Works on or prior to the Time for Completion for the Mining Works in accordance with Clause 6.2 (Time for Completion of the Mining Works) and successfully perform the Mining Services in accordance with the Production Schedule; and

(ii) have based the proposed Time for Completion for the Mining Works on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Clause 3.10 (Site Data).

3.12 Unforeseeable Physical Conditions

(a) In this Clause 3.12, physical conditions means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when performing the Mining Works and/or the Mining Services, including sub-surface and hydrological conditions but excluding climatic conditions.

(b) If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Employer as soon as practicable.

(c) This notice shall describe the physical conditions, so that they can be inspected by the Employer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Mining Works and performing the Mining Services, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Employer may give. If an instruction constitutes a Variation, Clause 9 (Variation) shall apply.

3.13 Avoidance and Interference

(a) The Contractor shall not interfere unnecessarily or improperly with:

(i) the operating of the Site other than as contemplated by this Agreement;

(ii) the convenience of the public; or

(iii) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

(b) The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including reasonable legal fees and expenses) resulting from any such unnecessary or improper interference.

(c) The Contractor shall reinstate all property, whether these are held in public or private ownership, which suffers any damage as a consequence of the Contractor's performance of the Mining Works and/or Mining Services and/or its other obligations under the Agreement. Such reinstatement shall be performed to a level at least equal to the state of such property immediately prior to the damage suffered.

3.14 Contractor's Equipment

(a) The Contractor shall be responsible for all Contractor's Equipment.

(b) The Contractor warrants with respect to the Contractor's Equipment that:

(i) at all times the Contractor's Equipment is in good repair and condition, in working order and fit for use with undertaking the Mining Works and performing the Mining Services;

(ii) the Contractor's Equipment is regularly serviced and properly maintained in a safe condition according to manufacturer's service recommendations and requirements;

(iii) any software utilised by the Contractor's Equipment, will be free from viruses, worms, time locks or anything else that would impair performance of the software as it might reasonably be expected to operate the Contractor's Equipment;

(iv) it holds a sufficient quantity of lubricants and spares for the Contractor's Equipment to allow it to perform the Mining Services and such lubricants and spares are safely stored; and

(v) promptly procure the replacement of any part which has become lost, stolen, seized, confiscated, destroyed, and damaged beyond repair.

(c) When brought on to the Site, the Contractor's Equipment, spares and lubricants shall be deemed to be exclusively intended for the execution of the Mining Works and/or the performance of the Mining Services. The Contractor shall not remove from the Site any major items of Contractor's Equipment, spares and lubricants without the consent of the Employer. However, consent shall not be required for vehicles (manufactured for that purpose) transporting Contractor's Personnel off Site.

(g) The Contractor shall mobilise and maintain on Site, throughout the Term, not less than the minimum equipment listed in the Mining Scope of Work and Schedule E.

(h) All Contractor’s Equipment shall comply with the Equipment Standard and with the SHE Requirements and shall be maintained in fully serviceable working condition at all times. The Employer and the Contractor shall jointly inspect the Contractor’s Equipment before the commencement of mining and thereafter monthly. Where an inspection identifies a non-compliance, the Employer may direct that the item of Contractor’s Equipment be withdrawn from service, and may suspend all or part of the Mining Works and the Mining Services, until the non-compliance is rectified. The Contractor shall replace any withdrawn item at its own cost and to the required standard, and no extension of the Time for Completion or adjustment to the Contract Price shall be due in respect of any such withdrawal or suspension.

3.15 Protection of the Environment

(a) The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations.

(b) The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor’s activities shall not exceed the values indicated in the Mining Scope of Work (if any), and shall not exceed the values prescribed by applicable Laws. The Contractor shall also comply with the environmental requirements specified in the Employer’s SHE Requirements.

(c) Without prejudice to the foregoing the Contractor shall comply with all applicable environmental Laws and shall indemnify and hold the Employer harmless against any loss, damage, cost or expense (including legal fees and the Employer’s expenses in challenging any claim) arising out of, or in connection with the Contractor’s failure to comply with this Clause 3.15.

3.16 Electricity, Water and Other Services

(a) Save for the diesel fuel issued by the Employer under Clause 10.11 (Fuel Issue, Fuel Benchmark and Monthly Reconciliation), the Contractor shall be responsible, at its own cost, for the provision of all electricity, power, fuel and water (including potable water) required for the Mining Works, the Mining Services, the Contractor’s workshop, offices and accommodation. Without assuming any responsibility or liability for ensuring the adequacy and/or the availability of the same, and only where and to the extent expressly stated in the Mining Scope of Work, the Employer may make available raw water at the Mine for dust suppression. Any electricity, power, fuel or water supplied by the Employer other than as expressly stated in the Mining Scope of Work or Clause 10.11 shall be subject to a Non-Negotiable Back Charge.

(b) The Contractor shall be responsible for the provision of all other services he may require.

3.17 Employer’s Equipment and Free-Issue Material

(a) The Employer shall make the Employer’s Equipment (if any) available for the use of the Contractor in the execution of the Mining Works and the performance of the Mining Services in accordance with the details and arrangements stated in the Mining Scope of Work.

(b) Unless otherwise stated in the Mining Scope of Work the Employer shall be responsible for the Employer’s Equipment; except that:

(i) the Contractor shall be responsible for using Good Engineering Practice in relation to each item of Employer’s Equipment whilst any of the Contractor’s Personnel is operating it, driving it, directing it or in possession or control of it;

(ii) the Contractor shall also carry out all required maintenance and servicing on the Employer’s Equipment (in accordance with manufacturer’s recommendations and requirements) and ensure the Employer’s Equipment is in good repair and condition and fit for use, so long as the Contractor has need of the relevant Employer's Equipment in connection with the carrying out of the Mining Works and/or the performance of the Mining Services;

(iii) the Contractor shall promptly replace any part which is broken, damaged beyond repair or permanently rendered unfit for use, with any part complying with the manufacturer's specifications or recommendations. Any removed part shall remain the property of the Employer;

(iv) the Contractor shall ensure that no replacement part if installed on the Employer's Equipment unless such part is of the same or a more advanced make and model and is of the same interchangeable modification status as the replaced part; and

(v) there shall be no charge for the use of the Employer's Equipment.

(c) The Employer shall supply, free of charge, the free-issue materials and Employer's Equipment in accordance with the details stated in the Mining Scope of Work. The Employer shall, at its risk and cost, provide these materials at the time and place specified in this Agreement. The Contractor shall then visually inspect them, and shall promptly give notice to the Employer of any shortage, defect or default in these materials.

(d) After this visual inspection, the free-issue materials and Employer's Equipment shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.

(e) The Parties acknowledge and agree that the only free-issue materials provided by the Employer under this Agreement are the diesel fuel issued under Clause 10.11 (Fuel Issue, Fuel Benchmark and Monthly Reconciliation), the stemming material referred to in Clause 5.5(b) and the charging of explosives referred to in Clause 5.5(e), and that no Employer's Equipment is provided by the Employer under this Agreement. Diesel fuel so issued shall be dispensed, metered, recorded and reconciled by the Contractor in accordance with Clause 10.11, and consumption in excess of the Fuel Benchmark shall be subject to a Non-Negotiable Back Charge. In particular, and without limitation, oils, lubricants, tyres, spare parts and consumables are to be procured, transported to Site, stored and dispensed by the Contractor at its own cost. Any such item supplied by the Employer shall be subject to a Non-Negotiable Back Charge.

3.18 Progress Reports

(a) Unless otherwise stated in this Agreement, monthly progress reports shall be prepared by the Contractor and submitted to the Employer within 7 Days after the last Day of the period to which it relates.

(b) Reporting in connection with the Mining Works shall continue until the Contractor has completed all work which is known to be outstanding at the completion of the Mining Works. Reporting in connection with the Mining Services shall continue until the expiry of the Term.

(c) Each report shall include an assessment of progress against the Mine Plan and Production Schedule together with proposals to recover any slippage in planned progress.

(d) Operational Reporting:

- Daily (per shift): truck tallies by fleet with source bench/elevation and destination; conversion to bcm by truck factors; excavator loading records; drilling (holes per diameter, depth incl. subdrill, metres drilled/re-drilled, pattern), sampled holes; blast report (estimated bcm per material class, powder factor, total explosives, holes charged, nominal depth, date/time, misfires & corrective actions); machine hours (worked/down/available), downtime reasons and ETTR.

- Weekly: progress vs Production Schedule; equipment lost time analysis & return plan; manpower movement log; daily LTI and other lost time causes with weekly accumulation.

- Monthly: Employer issues updated Production Schedule; Contractor returns annotated plan with fleet allocation, estimated rates and utilisation confirming monthly target attainment.
- Refer to Schedule D – Production Schedule

3.19 Security of the Site

(a) Unless otherwise stated in this Agreement:

(i) the Contractor shall co-operate with the Employer to ensure unauthorised persons are kept off the Site, and ensure security of Site is maintained; and

(ii) authorised persons shall be limited to the Contractor's Personnel, the Employer's Personnel and to any other personnel notified to the Contractor as authorised personnel of the Employer's other contractors and consultants on the Site.

3.20 Contractor's Operations on Site

(a) The Contractor shall confine its operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Employer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

(b) During the execution of the Mining Works and the performance of the Mining Services, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials in consultation with the Employer. The Contractor shall clear away and remove from the Site any wreckage and rubbish which are no longer required in accordance with SHE Requirements.

3.21 Fossils

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

3.22 Accounting

(a) The Contractor shall at all times maintain accurate and complete accounting and other financial records in accordance with the requirements of all applicable laws and generally accepted accounting principles applicable in the Country.

(b) The Contractor shall supply the Employer with the financial and other information necessary to keep the Employer informed about how effectively the Contractor is performing and in particular it shall supply the Employer with:

(i) a copy of the audited accounts of the Contractor prepared in accordance with the laws applicable in, and the accounting standards, principles and practices generally accepted in the Country, within 3 months of the end of the year to which the audited accounts relate; and

(ii) monthly management accounts of the Contractor to be supplied within 14 days of the end of the month to which they relate and the accounts shall include a profit and loss account, a balance sheet and a cash flow statement any other production report required by the Employer.

4 STAFF AND LABOUR

4.1 Engagement of Staff and Labour

(a) Except as otherwise stated in the Mining Scope of Work or in this Agreement, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment. Save as otherwise stated in this Agreement the housing and feeding of the Contractor's senior Personnel while working at the Site shall be at the cost of the Employer. Responsibility for feeding the Contractor's Personnel and transportation of the Contractor's Personnel (and the Subcontractor's staff) shall be in accordance with Clause 4.12 (Transport to Site of Contractor and Subcontractor's Staff).

(b) For the purposes of this Clause 4.1 and Clause 4.5 (Facilities for Staff and Labour), the list of Contractor's senior Personnel as at the date of this Agreement are set out in Schedule D (Contractor's Senior Personnel).

4.2 Rates and Wages and Conditions of Labour

(a) The Contractor must at all times liaise with the Employer prior to setting rates of wages and conditions of labour.

(b) The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

(c) Prior to appointing any staff or labour in respect of the Mining Works and/or the Mining Services the Contractor shall obtain the written approval of the Employer to the rates of wages and conditions of labour for the relevant staff or labour proposed by the Contractor. Such approval shall not be unreasonably withheld or delayed by the Employer, providing that, for clarity, if the rates of wages and conditions of labour do not comply with the standards set out in this Clause 4.2 then the Employer shall be entitled to refuse to consent to the relevant rates of wages and conditions of labour and the Contractor shall, at its own cost, source appropriate replacement staff at rates of wages and conditions of labour which comply fully with this Clause 4.2.

4.3 Labour Laws and the Employment of Local Labour

(a) The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

(b) The Contractor shall require the Contractor's Personnel to obey all applicable Laws, including those concerning safety at work.

(c) The Contractor shall ensure that when recruiting employees both the Contractor and its Subcontractors prioritise the employment of Country nationals who reside at or around the Site in line with the Employer's recruitment strategy (as made available to the Contractor by the Employer and/or as updated from time to time).

4.4 Working Hours

The Contractor shall be permitted to work 24/7 on the Site subject to the restrictions set out in the Mining Scope of Work (if any).

4.5 Facilities for Staff and Labour

(a) The Contractor shall, at its own cost and without any contribution from the Employer, provide meals and potable water to the Contractor's Personnel and provide and maintain all necessary accommodation, ablution, welfare and laundry facilities for the Contractor's Personnel, together with all visas, work permits and immigration clearances and all other expenses relevant to the

Contractor’s Personnel. Where the Employer supplies any of the foregoing, the Employer shall be entitled to apply a Non-Negotiable Back Charge.

(b) The Employer does not operate, and is under no obligation to operate, any messing, catering, accommodation or beverage facility for the Contractor’s Personnel. Where the Contractor’s Personnel make use of any Employer facility, the unpaid sums may be recovered by the Employer from the Contractor as a Non-Negotiable Back Charge by deducting such sums from sums due to the Contractor in accordance with this Agreement.

(c) The Contractor shall not permit any of the Contractor’s Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Mining Works.

(d) The Contractor must ensure that the Contractor’s Personnel and those of its visitors observe all rules and regulations issued by the Employer from time to time in respect of the provision of meals, accommodation and welfare, and laundry facilities. The Contractor is responsible for ensuring any visitors of the Contractor’s Personnel adhere to the SHE Requirements and Site Regulations.

(e) The repair and maintenance of the Contractor’s accommodation units shall be the responsibility of the Contractor during the Term if applicable.

4.6 Health and Safety

(a) The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor’s Personnel.

(b) To the extent the Employer maintains medical staff, first aid facilities, sick bay and ambulance services at the Site which it makes available for use by the Contractor’s Personnel who may be injured or become ill while engaged in the performance of the Mining Works or Mining Services, the Contractor shall be responsible for the cost of the use of the medical staff, first aid facilities, sick bay and ambulance service by the Contractor’s Personnel and shall indemnify the Employer for all Liabilities arising out of use of such services and facilities.

(c) The Contractor shall be solely responsible, at its own cost, for the recruitment, competency assessment, licensing, induction, training and re-training of all Contractor’s Personnel, including operator training on the Contractor’s Equipment. The Employer does not provide training to the Contractor’s Personnel and shall be under no obligation to do so. The Contractor warrants that every member of the Contractor’s Personnel is competent, medically fit and appropriately licensed for the task assigned to them before that person commences work on Site.

(c) The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents and for notifying the Employer with details as soon as possible after any accident. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents.

(d) The Contractor agrees to comply with the Employer's health and safety rules, and any additional rules made available to the Contractor from time to time together with all applicable statutory rules and regulations regarding these matters. The Contractor will be responsible for procuring that the Contractor's Personnel also comply with these rules and regulations.

(e) The Contractor shall notify the Employer as soon as practicable of any health and safety hazards at the Site. The Contractor will draw these hazards to the attention of the Contractor's Personnel and will instruct those persons in connection with any necessary associated safety measures.

4.7 Contractor’s Superintendence

Throughout the execution of the Mining Works and the performance of the Mining Services, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary and adequate superintendence to plan, arrange, direct, manage, inspect and test the work and/or services.

4.8 Contractor's Personnel

(a) The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations.

(b) The Contractor shall ensure that each of the Contractor's Personnel are medically fit to undertake their duties, and do not have any medical condition or latent medical condition which is likely to cause harm to those who operate at the Site or affect the ability of the Contractor to undertake the Mining Works or perform the Mining Services. The Contractor shall provide such proof as the Employer may require as to the medical fitness of any of the Contractor's Personnel. The Employer may request any of the Contractor's Personnel to complete a medical questionnaire and if the Employer considers necessary undertake (at the Employer's cost) a medical examination by the Employer's medical practioners.

(c) Where an epidemic or pandemic, as declared by the World Health Organisation, arises which relates to the Country and where a vaccine has been approved by the relevant medical regulator in the Country, the Employer may require that the Contractor ensures that the Contractor's Personnel has received that vaccine before entering the Site, undertaking the Mining Works or performing the Mining Services. If requested by the Employer, the Contractor shall provide such proof as the Employer may require to confirm that the Contractor's Personnel have complied with this clause. The Employer may request any of the Contractor's Personnel to complete a relevant medical questionnaire and if the Employer considers necessary undertake (at the Employer's cost) a medical examination including an anti-body test by the Employer's medical practitioners.

(d) The Employer may require the Contractor to immediately remove (or cause to be removed) any of the Contractor's Personnel employed on the Site or in connection with the Mining Works and/or the Mining Services, including the Contractor's Representative if applicable, who:

(i) persists in any misconduct or lack of care;

(ii) carries out duties incompetently or negligently;

(iii) fails to conform with any provisions of this Agreement (including a failure to comply with the Employer's SHE Requirements and/or Site Regulations);

(iv) persists in any conduct which is prejudicial to safety, health, or the protection of the Site or the environment; or

(v) fails to comply with a lawful instruction by the Employer subject at all times to Clause 2.4 (Instructions of the Employer);

(vi) the Employer considers is unfit to undertake its duties at the Site; or

(vii) is not vaccinated if requested to do so by the Employer, as contemplated by Clause 4.8(c).

(e) If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

4.9 Records of Contractor's Personnel and Equipment

The Contractor shall submit to the Employer details showing the name, nationality, national ID number, position, date of birth, residential address, rates or wages of each of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Employer, until expiry of the Term.

4.10 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel and their visitors, and to preserve security, peace and protection of persons and property on and near the Site.

4.11 Key Persons

(a) Key Persons, may not be removed from the Mining Works prior to the issue of the Taking Over Certificate for the Mining Works or from the Mining Services prior to the expiry of the Term without the prior written consent of the Employer. In the event that it becomes necessary or unavoidable for reasons beyond the Contractor's control to replace any Key Person, the Contractor shall, subject to the prior written approval of the Employer, arrange for the replacement, by a person of comparable competence, to the Key Person concerned. Any costs associated with the identification of or sourcing of a suitable person to replace the Key Person concerned, shall be borne by the Contractor and, for clarity, shall not form part of the Contract Price. Unless otherwise agreed, (where appropriate) the person sourced and nominated to replace a Key Person, shall be supplied to the Employer at the same rate and cost as the person whom he or she replaces. The Employer and Contractor shall maintain and update a side letter which records the individuals who are Key Persons for the purposes of this Agreement and shall update this from time to time as they are replaced.

4.12 Transport to Site of Contractor and Subcontractor's staff

The Contractor shall be responsible, at its own cost, for all travel arrangements, flight bookings and ground transport for all of the Contractor's Personnel and any Subcontractor's staff between the locations stated in Item 23 of the Appendix.

This includes all transport between their point of hire and the Site and between their accommodation and the Site. Where the Employer provides any such transport, the Employer shall be entitled to apply a Non-Negotiable Back Charge.

5 WORKMANSHIP

5.1 Performance of the Mining Works

(a) The Contractor shall perform the Mining Works and all its other obligations under this Agreement relating to the Mining Works during the Term:

  (i) using Good Engineering Practice;

  (ii) safely, using the Contractor's Equipment;

  (iii) exercising a reasonable standard of skill, diligence and care;

  (iv) regularly and diligently with reference and having regard to the Time for Completion;

  (v) in accordance with all applicable Laws, the requirements of this Agreement, the Mining Scope of Work, the Mine Plan and the Time for Completion, and in accordance with any Variations; and

  (vi) in the ratios between Ore for crushing, other Ore materials and Waste set out in the Mine Plan and the Production Schedule.

(b) The Contractor acknowledges that the Employer relies on the Contractor performing to the requirements of the Mining Scope of Work, the Mine Plan and the Time for Completion so as to coordinate the Mine operations with the Employer's operations.

(c) The Contractor further acknowledges that the Employer relies on the Contractor performing to the requirements referred to in this Clause 5.1 within the allowances allowed for within the Contract Price and the extent of the Contractor's Equipment.

(d) If at any time the Employer considers that the Contractor is or may not be able to achieve the Time for Completion for reasons which are the responsibility of the Contractor, the Employer may, in addition to any other rights it has under this Agreement, direct the Contractor to supply at its sole cost, additional suitable and sufficient labour (including Subcontractors), supervision and plant and equipment required to enable the Contractor to comply with its obligations under this Agreement and the Contractor shall promptly comply with this direction.

(e) In the event that the Contractor fails to supply such or sufficient additional labour, supervision, plant and equipment, the Employer may engage third parties to perform any or all of the Mining Works in order to ensure that the Time for Completion is achieved and the Contractor shall afford all reasonable assistance to such third parties. Any amounts paid by the Employer to any third parties pursuant to this Clause 5.1 shall be deducted from payments due to the Contractor and in accordance with Clause 10.3 (Application for Payment Certificate).

5.2 Inspection

(a) The Employer's Personnel shall at all reasonable times during the carrying out of the Mining Works (at the Site and elsewhere), be entitled to examine, inspect, measure and test the workmanship of the Mining Works including the maintenance or reinstatement of such Mining Works throughout the Term.

(b) The Contractor shall give the Employer's Personnel (and any nominees) full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility under this Agreement.

5.3 Rejection

(a) If, as a result of an examination, inspection, survey, measurement or testing, any workmanship is found to be defective or otherwise not in accordance with this Agreement, the Employer may reject the workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the notified defect and ensure that the rejected item complies with this Agreement.

(b) If the Employer requires this workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Clause 2.3 (Employer's Claims) pay these costs to the Employer.

5.4 Remedial Work

(a) Notwithstanding any previous test or certification, the Employer may instruct the Contractor to:

(i) remove and re-execute any work which is not in accordance with this Agreement; and

(ii) execute any work which is urgently required for the safety of the Mining Works and/or the Mining Services, whether because of an accident, unforeseeable event or otherwise.

(b) The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (b).

(c) Subject to the Contractor's rights to refuse to comply with an instruction in Clause 2.4 (Instructions of the Employer) if the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Clause 2.3 (Employer's Claims) pay to the Employer all costs arising from this failure.

5.5 Drilling & Blasting

(a) Before drilling any block, the Contractor shall submit a "Blast Plan for Drilling" (hole location, spacing, burden, diameter, subdrill, inclination); upon completion of drilling, submit a "Blast Plan for Blasting" (charge weights, initiating sequence, stemming, timing). Each plan must be approved by Employer (signature) at least 24 hours prior to the relevant activity.

(b) The Contractor uses stemming material issued free of charge by the Employer and handles re-drills. Redrilling due to Contractor neglect, broken ground, or water influx is at Contractor cost; Employer-directed omissions/recovery paid as Daywork.

(c) Misfires shall be reported immediately with proposed remedial actions, blasting per approved procedures and statutory rules.

(d) Wet holes shall only be charged and paid as per Schedule B (Pricing Schedule)

(e) The Contractor shall drill all blast holes, from production holes through to pre-split holes, and shall prepare all areas for drilling, including all ground preparation required to clear the area ready for drill access and the preparation of drill sites on the front of the bench adjacent to previous blasts. The Employer, or another contractor appointed by the Employer, shall be responsible for charging explosives into the blast holes. The Employer reserves the right to engage other companies which share its commitment to safety and respect for the environment and which meet its eligibility criteria for drilling and mining operations.

(f) The Contractor acknowledges that, over the Term, the indicative volume to be blasted is 3,044,384 BCM and the indicative total drilling metreage is 241,373 metres (comprising 94,648 metres in transitional rock, 146,725 metres in fresh rock and 13,346 metres of pre-split), and that the Contractor shall provide not less than four drill rigs (Pantera DP1500i or equivalent) to achieve those volumes together with the associated maintenance capability.

5.6 ROM Management

(a) This Clause 5.6, other than paragraph (c) (oversize control), shall apply only if and to the extent that the Employer instructs the mining and delivery of Ore as a Variation, no Ore being within the scope of this Agreement as at the Effective Date. Where so instructed: ROM pad approx. 250 m × 250 m; max 10 m stockpile height without Employer approval; pad to maintain crossfall and drainage.

(b) Signal control: dump only on green; red prohibits tipping. Non-compliance rectification is at Contractor’s cost.

(c) Oversize control: any lump >1.0 m longest face from drill & blast to be secondarily broken & rehandled by Contractor at its cost.

5.7 Pit Dewatering

(a) Contractor shall install, operate, maintain and progressively relocate the pit dewatering system (sumps, pumps, power and reticulation) as the benches advance; protect the system

(b) The Contractor shall maintain proper drainage of the open pit and the surrounding areas, keep active mining faces and the pit floor dry and trafficable, prevent surface water from entering the open pit, provide and maintain drainage around the mine to prevent water accumulation, and take all measures necessary to prevent erosion, damage or instability of the pit walls and mine infrastructure.

(c) The Contractor shall regularly inspect and maintain all drainage channels, pipes, pumps and related equipment, shall immediately address any blockage, damage or drainage problem which could affect mining operations or pit stability, and shall report monthly to the Employer on the condition of the drainage system, any problems identified and the corrective action taken. Pit dewatering and mine drainage are included in the rates in the Pricing Schedule and no separate payment shall be made in respect of them.

6 COMMENCEMENT, DELAYS AND SUSPENSION

6.1 Commencement of Mining Works

(a) The Contractor shall proceed with the Mining Works with due expedition and without delay.

(b) The Contractor shall carry out the execution of the Mining Works in accordance with the Laws:

(i) exercising a reasonable standard of skill, diligence and care;

(ii) in the manner (if any) specified in this Agreement;

(iii) in a competent, proper, workmanlike and careful manner, in accordance with recognised good practice;

(iv) with properly equipped facilities and materials, except as otherwise specified in this Agreement; and

(v) to a standard equal to or better than Good Engineering Practice.

6.2 Time for Completion of the Mining Works

The Contractor shall complete the whole of the Mining Works within the Time for Completion for the Mining Works.

6.3 Programme

(a) The Contractor shall submit a detailed time programme to the Employer within 7 Days of the date of this Agreement. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include the order in which the Contractor intends to carry out the Mining Works.

(b) Unless the Employer, within 21 Days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with this Agreement, the Contractor shall proceed in accordance with the programme, subject to its other obligations under this Agreement. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

(c) The Contractor shall promptly give notice to the Employer of specific probable future events or circumstances which may adversely affect or delay the execution of the Mining Works. The Employer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal for their mitigation.

6.4 Extension of Time for Completion

(a) The Contractor shall be entitled subject to Clause 16.1 (Contractor's Claims) to an extension of the Time for Completion if and to the extent that completion of the Mining Works is or will be delayed by any of the following causes:

(i) a Variation (unless an adjustment to the Time for Completion has been agreed under Clause 9 (Variation));

(ii) any Unforeseeable delay or disruption caused by the relevant legally constituted public authorities in the Country provided the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country;

(iii) any Unforeseeable physical conditions;

(iv) any delay, impediment, prevention or breach caused by or attributable to the Employer or any of the Employer's Personnel; or

(v) Force Majeure,

provided always that the Contractor shall not be entitled to an extension of time if and to the extent that the Contractor fails to take reasonable steps to minimise any such delay.

(b) Notwithstanding any other provisions of this Contract, the Contractor shall only be entitled to an extension of time under this Agreement if and to the extent that the Contractor can reasonably demonstrate that it has in fact incurred a delay to the critical path of the programme for the Mining Works and a delay to the achievement of the completion of the Mining Works by the relevant Time for Completion.

(c) If a delay caused by a matter which is the Employer's responsibility is concurrent with a delay caused by a matter which is the Contractor's responsibility, then to the extent that the delays are concurrent, the Contractor shall not be entitled to an extension of time.

(d) If the Contractor considers itself to be entitled to an extension of the relevant Time for Completion, the Contractor shall give notice to the Employer in accordance with Clause 16.1 (Contractor's Claims). When determining each extension of time under Clause 16.1 (Contractor's Claims), the Employer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

(e) Without prejudice to the provisions of this Clause 6.4 (Extension of Time for Completion) the Contractor and the Employer shall at all times work proactively to minimise the extent of any delay as a result of any of the causes listed in this Clause 6.4 (Extension of Time for Completion).

6.5 Rate of Progress

(a) If, at any time:

(i) actual progress is too slow to complete the Mining Works within the relevant Time for Completion; and/or

(ii) progress has fallen (or will fall) behind the current programme under Clause 6.3 (Programme),

(iii) other than as a result of a cause listed in (a) to (e) of Clause 6.4 (Extension of Time for Completion), then the Employer may instruct the Contractor to submit, under Clause 6.3 (Programme), a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

(b) Unless the Employer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Contractor's Equipment. If these revised methods cause the Employer to incur additional costs the Contractor shall subject to Clause 2.3 (Employer's Claims) pay these costs to the Employer, in addition to delay damages (if any) under Clause 6.6 (Delay Damages) below.

6.6 Delay Damages

(a) If the Contractor fails to achieve completion of the Mining Works by the Time for Completion (including any extension thereof under Clause 6.4 (Extension of Time for Completion)), the Contractor shall pay and/or be liable to forfeit to the Employer delay damages at the rates as set out in Schedule F (Delay Damages for Completion of the Mining Works).

(b) It is agreed that the level of the delay damages calculated pursuant to this Clause 6.6:

(i) are a fair and reasonable sum, taking into account all the interests that they are intended to protect;

(ii) represent a genuine pre-estimate of the loss the Employer is likely to sustain as a result of the Contractor's failure to achieve completion of the Mining Works by the Time for Completion and it is neither extravagant nor unconscionable for the Employer to recover such amount in the context of the project;

(iii) there is in any event a legitimate interest in imposing such delay damages as payment for the Contractor's failure to meet such obligations, which would not be satisfied by a right to recover damages on an unliquidated basis for such default; and

(iv) do not constitute an unenforceable penalty under any applicable Law.

(c) The Employer shall not recover both delay damages under this Clause 6.6 and a KPI penalty under Schedule F in respect of the same failure to achieve production over the same period.

Should such delay damages be determined by any arbitral tribunal under Clause 16.4 (Arbitration) or any Authority to be unenforceable, the Contractor shall indemnify the Employer for all Liabilities suffered or incurred by reason and/or in connection with the relevant matter which gave rise to the claim for payment of the delay damages.

6.7 Suspension

a) The Employer may at any time instruct the Contractor to suspend progress of part or all of the Mining Works and/or the Mining Services. During such suspension,

(i) the Contractor shall protect, store and secure such part or the Mining Works and/or the Mining Services against any deterioration, loss or damage to the extent reasonably possible.

(ii) the Standby Rate in relation to the Contractor's Equipment pursuant to Schedule B shall be due to the Employer.

(b) The Employer shall also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Clause 6.8 (Prolonged Suspension) shall not apply.

6.8 Prolonged Suspension

If the suspension under Clause 6.7 (Suspension) has continued for more than 42 consecutive Days, the Contractor may request the Employer's permission to proceed. If the Employer does not give permission within 14 Days after being requested to do so, the Contractor may, by giving notice to the Employer, treat the suspension as an omission under Clause 9 (Variation) of the affected part of the Mining Works and/or the Mining Services. If the suspension affects the whole of the Mining Works and the Mining Services, the Contractor may give notice of termination under Clause 12.2 (Termination by Contractor).

6.9 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Employer shall jointly examine the Mining Works and the Mining Services affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Mining Works or the Mining Services which has occurred during the suspension.

7 THE MINING SERVICES AND THE TEAM

7.1 Commencement of the Mining Services

The Mining Services shall commence on the earlier of:

(a) the completion of the Mining Works in accordance with Clause 7.7 (Completion of Mining Works); or

(b) the Commencement Date.

7.2 Performance of the Mining Services

(a) The Contractor shall perform the Mining Services and all its other obligations under this Agreement relating to the Mining Services during the Term:

(a1) The Contractor shall mine, load and haul Waste so as to achieve an average of not less than 15,000 BCM per Day and an aggregate of approximately 4,978,149 BCM over the Term, in accordance with the monthly volumes and bench sequence set out in the Production Schedule and with the daily waste plan issued by the Employer. Where the Commencement Date falls after 1 October 2026, the Employer shall re-baseline the Production Schedule to the Commencement Date and the monthly volumes shall be adjusted accordingly, without any adjustment to the rates in the Pricing Schedule.

(i) using Good Engineering Practice;

(ii) safely, using the Contractor's Equipment;

(iii) exercising a reasonable standard of skill, diligence and care;

(iv) regularly and diligently with reference and having regard to the Production Schedule;

(v) in accordance with all applicable Laws, the requirements of this Agreement, the Mining Scope of Work, the Mine Plan and the Production Schedule, and in accordance with any Variations; and

(vi) in the ratios between Ore for crushing, other Ore materials and Waste set out in the Mine Plan and the Production Schedule.

(b) The Contractor acknowledges that the Employer relies on the Contractor performing to the requirements of the Mining Scope of Work, the Mine Plan and the Production Schedule so as to coordinate the Mine operations with the Employer's operations.

(c) The Contractor further acknowledges that the Employer relies on the Contractor performing to the requirements referred to in this Clause 7.2 within the allowances allowed for within the Contract Price and the extent of the Contractor's Equipment.

(d) If at any time the Employer considers that the Contractor is or may not be able to achieve the Production Schedule for reasons which are the responsibility of the Contractor, the Employer may, in addition to any other rights it has under this Agreement, direct the Contractor to supply at its sole cost, additional suitable and sufficient labour (including Subcontractors), supervision and plant and equipment required to enable the Contractor to comply with its obligations under this Agreement and the Contractor shall promptly comply with this direction.

(e) In the event that the Contractor fails to supply such or sufficient additional labour, supervision, plant and equipment, the Employer may engage third parties to perform any or all of the Mining Services in order to ensure that the Production Schedule is achieved and the Contractor shall afford all reasonable assistance to such third parties. Any amounts paid by the Employer to any third parties pursuant to this Clause 7.2 shall be deducted from payments due to the Contractor and in accordance with Clause 10.3 (Application for Payment Certificate).

7.3 Mine Design

(a) The Employer shall develop and provide to the Contractor before the commencement of the Mining Services a Mine design which shall include details of:

(i) working limits;

(ii) general waste dump design parameters and limits;

(iii) geological information, including the delineation of Ore and Waste;

(iv) pit wall designs;

(v) mining areas;

(vi) mining operating conditions imposed by any Authority; and

(vii) batter angles and benches.

(b) The Employer reserves the right (by written notice to the Contractor's Representative) to initiate changes to the Mine design. Any such changes shall be implemented by the Contractor. If the impact of any such design changes requires any necessary changes in the Contract Price to reflect any consequential change in unit mining costs then these changes will be treated as a Variation.

7.4 Roads, Ramps and Pits

(a) The Contractor shall construct, maintain and keep in good repair all roads, ramps and road and ramp gradients on the Site to the design standards prescribed in this Agreement (or, to the extent not prescribed in this Agreement, as decided by the Employer) using Good Engineering Practice and otherwise in the condition necessary to perform the Mining Services for the duration of the Term.

(b) The Contractor shall construct, maintain and keep in good repair all pits, walls, wall angles, berm widths cleanly so as to maximise safety and stability and minimise drainage works and erosion to the design standards prescribed in this Agreement and otherwise in the condition necessary to perform the Mining Services upon the terms of this Agreement and for the duration of the Term.

(c) The Contractor shall treat all walls carefully and all final walls shall be left in a stable condition until the pit is finished.

(d) All haul roads shall be constructed and maintained in accordance with the Design Drawings and, unless otherwise agreed by the Employer in writing, to the following criteria: a minimum operating width of 15 metres except where designed as one-way roads or otherwise specified; a maximum grade of 10 per cent; windrows along the haul road of not less than half the tyre diameter of the largest vehicle using that road; and drainage implemented to standard with no standing or stagnant water.

(e) The Contractor shall carry out regular maintenance of all haul roads, ramps, the ROM and waste dump surfaces and the site access road under its control, including grading, watering and dust management, and shall make good any damage caused by the Contractor to public or village roads used by the Contractor. All such road construction, maintenance and dust suppression is included in the rates in the Pricing Schedule and no separate payment shall be made in respect of it.

7.5 Ore Loss and Dilution

(a) This Clause 7.5 shall apply only if and to the extent that the Employer instructs the mining and delivery of Ore as a Variation, no Ore being within the scope of this Agreement as at the Effective Date. Where so instructed, the Contractor shall perform the Mining Services in such a way that Ore is not lost or diluted, and/or Waste is not fed to the Processing Plant including:

(i) by Ore being misplaced and irretrievably lost when dumped on a Waste dump, stockpile or backfill location;

(ii) by Ore being diluted by Waste; or

(iii) by Waste being fed to the Processing Plant.

(b) If, due to an act or omission by the Contractor:

(i) Ore or Waste is either incorrectly mined or sent to an incorrect location, the Contractor must immediately identify the loads concerned and notify the Employer within 12 hours. If it is possible for the Contractor to recover the material incorrectly mined, transported or dumped at an incorrect location, the Contractor shall promptly do so and shall promptly transport the material to its correct destination at its own cost;

(ii) Ore is misplaced and irretrievably lost, the Contractor shall pay to the Employer liquidated damages in relation to the insitu volume of Ore lost as calculated in accordance with the provisions of Schedule G (Liquidated Damages for Ore Loss and Dilution);

(iii) Ore is excessively diluted by Waste not removed by the Contractor or diluted by Waste mined as Ore and the Waste cannot be separated from the Ore before being fed into the Ore crusher, the Contractor shall pay the Employer liquidated damages in relation to the insitu volume of Waste treated as Ore as calculated in accordance with the provisions of Schedule F (Liquidated Damages for Ore Loss and Dilution),

and such payment shall be promptly paid by the Contractor to the Employer or alternatively shall be deducted from sums due to the Contractor under or in connection with this Agreement. It is agreed that the level of the liquidated damages calculated pursuant to this Clause 7.5 represents a fair and reasonable sum, taking into account all the interests that they are intended to protect as a result of the Contractor's failure to meet its obligations under this Clause 7.5 and do not constitute an unenforceable penalty under any applicable Law. Should such liquidated damages be determined by any arbitral tribunal under Clause 16.2 (Claims and Dispute Resolution) or any Authority to be unenforceable, the Contractor shall indemnify the Employer for the loss actually suffered.

7.6 Option to Extend Term

Should the Employer decide, in its absolute discretion, that the Term should be extended, it shall so notify the Contractor in writing within no less than 28 Days before the end of the Term (the **"Extended Term"**). The terms of this Agreement shall continue to comply for the Extended Term but the parties agree to review the rates and prices in the Pricing Schedule on the 12 month anniversary of the Effective Date if applicable having regard to the duration of the Extended Term.

7.7 Completion of the Mining Works

(a) The Mining Works shall be completed when in the Employer's absolute opinion the Mining Works have been completed in accordance with this Agreement except for any matter in sub-paragraph (i) below.

(b) The Contractor shall notify the Employer not earlier than 14 Days before the Mining Works will, in the Contractor's opinion, be complete.

(c) The Employer shall, within 7 Days after receiving the Contractor's application:

(i) notify the completion of the Mining Works to the Contractor, stating the date on which the Mining Works were completed in accordance with this Agreement, except for any minor outstanding work and defects which will not substantially affect the commencement of the Mining Services or the use of the Mining Works for their intended purpose (either until or whilst this work is completed and these Defects are remedied); or

(ii) reject the application, giving reasons and specifying the work required to be done by the Contractor to complete the Mining Works in accordance with this Clause 7.7. The Contractor shall then complete this work before issuing a further notice under this Clause 7.7.

7.8 Surfaces Requiring Reinstatement

Except as otherwise notified to the Contractor by the Employer, notification of completion of the Mining Works shall not be deemed to confirm completion of any ground or other surfaces requiring reinstatement.

8 MAINTENANCES OF THE MINING WORKS

8.1 Maintenance of the Mining Works

The Contractor acknowledges and agrees that the Mining Works will be in use by reason of the provision of the Mining Services throughout the Term and the Contractor shall maintain and where necessary reinstate the Mining Works throughout the Term in accordance with the requirements of this Agreement and the Mining Scope of Work.

8.2 Right of Access

Until expiry of the Term, the Contractor shall have such right of access to the Mining Works as is reasonably required in order to comply with this Clause 8.

8.3 Clearance of Site

(a) Upon completion of the Mining Works, the Contractor shall clear away and remove all Contractor's Equipment, surplus material, wreckage and rubbish provided the same are not required for the proper maintenance of the Mining Works or performance of the Mining Services. The Contractor shall leave that part of the Site and the Mining Works in a clean and safe condition.

(b) Upon expiry of the Term or after termination by the Employer under Clause 11 (Termination by Employer), the Contractor shall remove any remaining Contractor's Equipment (which is not utilised by the Employer under Clause 11.2 (Termination by Employer), surplus material, wreckage and rubbish from the Site and the Employer shall give the Contractor access to the Site to be able to do so. The Contractor shall leave the Site and any additional areas which may be obtained by the Contractor and agreed by the Employer as working areas in a clean and safe condition with any spills cleaned up and the Contractor fully demobilised.

(c) If all these items have not been removed within 28 Days after the expiry of the Term or after termination under Clauses 11 (Termination by Employer) or 12 (Suspension and Termination by Contractor), the Employer may sell or otherwise dispose of any remaining items in which case the Employer is not under any obligation to accept the highest price for such items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

(d) Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer as a debt.

9 VARIATIONS

9.1 Right to Vary

(a) Variations to the Mining Works and the Mining Services may be initiated by the Employer at any time prior to the expiry of the Term, in either case by an instruction or by a request for the Contractor to submit a proposal.

(b) The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Employer stating (with supporting particulars) that the Contractor cannot readily obtain the goods required for the Variation. Upon receiving this notice, the Employer shall cancel, confirm or vary the instruction.

(c) Each Variation may include:

(i) changes to the quantities of any item of work included in this Agreement (however, such changes do not necessarily constitute a Variation);

(ii) changes to the quality and other characteristics of any item of work;

(iii) changes to the levels, positions and/or dimensions of any part of the Mining Works or the Mining Services;

(iv) omission of any work;

(v) any additional work or services necessary for the Mining Works, including any associated boreholes and other testing and exploratory work; or

(vi) changes to the sequence or timing of the execution of the Mining Works or the Mining Services.

(d) The Contractor shall not make any alteration and/or modification of the Mining Works and/or the Mining Services, unless and until the Employer instructs or approves a Variation.

(e) For clarity, notwithstanding any other provision of this Agreement or the governing law, the Employer and the Contractor expressly agree that the Employer shall be entitled to omit work to be carried out by others for any reason at its absolute discretion after due consultation with the Contractor.

(f) Notwithstanding the above sub-clauses, any omission of work representing more than 15 percent of the Contract Price shall trigger a request for proposal pursuant to Clause 9.2 (Variation Procedure).

(g) The Contractor acknowledges that the PKK Pit design may be expanded and that the volumes in the Production Schedule may increase. Any increase in the volume of Waste to be mined of up to 25 per cent of the aggregate volume stated in the Production Schedule shall be carried out at the unit rates in the Pricing Schedule without adjustment, and shall carry an extension of the Time for Completion proportionate to the additional volume. Increases beyond 25 per cent shall be dealt with under Clause 9.2 (Variation Procedure).

9.2 Variation Procedure

(a) If the Employer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

(i) a description of the proposed work or services to be performed and a programme for its execution or performance;

(ii) the Contractor's proposal for any necessary modifications to the programme according to Clause 6.3 (Programme) and to the Time for Completion or for any necessary modifications to the Production Schedule; and

(iii) the Contractor's proposal for evaluation of the Variation (including the Contractor's proposals regarding adjustment of the Contract Price (if any) but subject in all circumstances to the terms of the Mining Scope of Work that require certain Variations to be at the Contractor's sole cost).

(b) The Employer shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. The Contractor shall not delay any other work or services (not being subject to the Variation) whilst awaiting a response.

(c) Each instruction to execute a Variation shall be issued by the Employer to the Contractor, who shall acknowledge receipt.

9.3 Payment in Applicable Currencies and Exchange Rate Fluctuations

(a) All payments for Variations shall be made in the currency of this Agreement.

(b) In relation to the Mining Works and/or the Mining Services, the parties acknowledge and agree that there shall be no adjustments to the Contract Price as a result of any changes in the currency of this Agreement (as set out in Item 7 of the Appendix) and the US dollar exchange rate.

9.4 Daywork

(a) Employer may order work outside the Scope as Daywork. Prior written instruction is required. Contractor shall submit daily signed records (plant type, labour classification, hours and applicable rates). Claims not supported by daily records are not payable.

10 PAYMENT

10.1 The Contract Price, Mobilisation and Demobilisation

(a) The Contract Price shall not be adjusted or altered in any way other than in accordance with this Agreement.

(b) The Contract Price will not include the cost of any free-issue materials other than in accordance with the terms of this Agreement.

(c) No Mobilisation Costs are payable by the Employer. The Contractor shall mobilise the Contractor's Equipment and the Contractor's Personnel to the Site at its own cost, and no mobilisation charge, establishment charge, or similar charge shall be included in the Pricing Schedule or be payable under this Agreement.

(d) The Demobilisation Amount stated in the Pricing Schedule shall become payable only when, and to the extent that, the Contractor has actually removed all of the Contractor's Equipment, Contractor's Personnel, facilities, materials and waste from the Site and has cleared the Site in accordance with Clause 8.3 (Clearance of Site) within the period permitted by this Agreement. For the avoidance of doubt, no Demobilisation Amount shall be payable where the Contractor remains on Site, or returns to Site, under this Agreement as extended or under any other agreement with the Employer or an Affiliate, whether for the balance of the mining of the PKK Pit or otherwise. Where the Contractor fails to vacate the Site within the permitted period, the Demobilisation Amount shall not be payable and Clause 12.3(b) shall apply.

(e) The rates in the Pricing Schedule are dry rates exclusive of diesel fuel, diesel fuel being issued by the Employer under Clause 10.11 (Fuel Issue, Fuel Benchmark and Monthly Reconciliation) against the Fuel Benchmark tendered by the Contractor. Clearing and grubbing and topsoil stripping and stockpiling are measured and paid at the rates stated for those items in the Pricing Schedule. Save for those items, the rates are inclusive of, and no separate payment shall be made for: haul road, ramp and access road construction, maintenance, grading and dust suppression; waste dump establishment and maintenance to design; pit wall battering; pit dewatering and mine drainage; tower lighting and two-way radios; oils, lubricants, tyres, spares and consumables; and accommodation, meals, potable water, transport, visas, training and personal protective equipment for the Contractor's Personnel.

10.2 Calculating the Amount Due

(a) The Contractor shall be entitled to be paid the amount certified in Payment Certificates in accordance with the provisions of this Clause 10 in consideration of the proper performance of the Mining Works and the Mining Services and the performance of its other obligations pursuant to this Agreement.

(b) The amount due shall be calculated by reference to the terms set out in Schedule B (Pricing) as follows: (i) the Contract Price for Mining Work and Mining Services done to date; plus (ii) other amounts to be paid to the Contractor pursuant to this Agreement; less (iii) amounts to be paid by or retained from the Contractor; and less (iv) sums previously paid to the Contractor.

10.3 Application for Payment Certificates

(a) Upon completion of each month the Contractor shall submit a Statement in three copies to the Employer in a form approved by the Employer, showing in detail the amounts due to which the Contractor considers itself to be entitled up to the end of the preceding month, together with the relevant supporting documents / substantiation in accordance with the process described in Schedule B (Pricing).

(b) The Statement shall include the following items, which shall be expressed in the currency in which the amount due is payable, in the sequence listed:

i. the Contract Price for the Mining Works upon completion of the Mining Works.

ii. the Contract Price for the Mining Services executed up to the end of the preceding month.

iii. the Contract Price for demobilisation.

iv. any amount to be deducted for repayment of the advance payment for mobilisation costs in accordance with Clause 10.1 (The Contract Price and Mobilisation Costs) and the Pricing Schedule.

v. any other additions or deductions which may have become due under this Agreement or otherwise, including those under Clause 16 (Claims and Dispute Resolution); and

vi. the deduction of amounts certified in all previous Payment Certificates.

10.4 Issue of Payment Certificates

(a) The Employer shall, after receiving a Statement and supporting documents, issue to the Employer a Payment Certificate which shall state the amount which the Employer fairly determines to be due in accordance with Clause 10.2 (Calculating the Amount Due) with supporting particulars.

(b) If anything supplied, work done or services performed by the Contractor is not in accordance with this Agreement, the cost of rectification or replacement may be withheld until rectification or replacement has been completed.

(c) The Employer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Employer's acceptance, approval, consent or satisfaction.

(d) Should the Contractor fail to issue a Statement within the specified time period the Employer shall be entitled (but not obliged) to issue a Payment Certificate in an amount which he fairly determines to be due.

10.5 Payment

(a) Subject to the provisions relating to the Final Payment Certificate in Clause 10.7 (Application for the Final Payment Certificate), the Employer shall pay to the Contractor the amount certified in each Payment Certificate within 30 Days after the Employer receives the Statement and supporting documents, in each case less any sums due from the Contractor to the Employer.

(b) Payment of the amount due in any Payment Certificate and the Final Payment Certificate shall be made into the Contractor's bank account, as nominated by the Contractor from time to time in the Country. For the avoidance of doubt the Employer shall only pay any sums due to the Contractor to a bank account of the Contractor and not to a third party.

(c) Details of the Contractor's nominated bank account in the Country shall be set out in each Payment Certificate.

10.6 Delayed Payment

(a) If the Contractor does not receive payment in accordance with Clause 10.5 (Payment), the Contractor shall be entitled to receive interest at the rate stated in Item 11 of the Appendix on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Clause 10.5 (Payment), irrespective of the date on which any Payment Certificate is issued.

(b) Unless otherwise stated in this Agreement, this interest shall be paid in the same currency as the Contract Price.

(c) The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

10.7 Application for the Final Payment Certificate

(a) Within 28 Days after expiry of the Term, the Contractor shall submit, to the Employer, three copies of a draft final statement with supporting documents showing in detail in a form approved by the Employer:

(i) the value of all work done and services performed in accordance with this Agreement; and

(ii) any further sums which the Contractor considers to be due to him under this Agreement or otherwise.

(b) If the Employer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Employer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer the final statement as agreed. This agreed statement is referred to in this Agreement as the Final Statement.

(c) However if, following discussions between the Employer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Employer shall deliver to the Contractor a Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Clause 16 (Claims and Dispute Resolution), the Contractor shall then prepare and submit to the Employer a Final Statement.

10.8 Discharge

When submitting the Final Statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with this Agreement.

10.9 Issue of Final Payment Certificate

(a) Within 14 Days after receiving the Final Statement and written discharge in accordance with Clause 10.7 (Application for the Final Payment Certificate) and Clause 10.8 (Discharge), the Employer shall issue the Final Payment Certificate which shall state:

(i) the amount which is finally due; and

(ii) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

(b) If the Contractor has not applied for a Final Payment Certificate in accordance with Clause 10.7 (Application for the Final Payment Certificate), the Employer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 14 Days from such a request, the Employer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

10.10 Cessation of Employer's Liability

(a) The Employer shall not be liable to the Contractor for any matter or thing under or in connection with this Agreement or execution of the Mining Works or performance of the Mining Services, except to the extent that the Contractor shall have included an amount expressly for it in the Final Statement.

(b) However, this Clause 10.10 shall not limit the Employer's liability under its indemnification obligations, or the Employer's liability in any case of fraud or deliberate default by the Employer.

10.11 Fuel Issue, Fuel Benchmark and Monthly Reconciliation

(a) The Employer shall issue diesel fuel to the Contractor free of charge, at the Mine, for use by the Contractor's Equipment engaged on the Mining Works and the Mining Services. Diesel fuel so issued is free-issue material for the purposes of Clause 3.17. The rates in the Pricing Schedule are dry rates exclusive of diesel fuel.

(b) The fuel consumption rates stated by the Contractor in the Pricing Schedule and in Schedule E (litres per BCM, litres per drilled metre and litres per operating hour) constitute the "Fuel Benchmark". The Fuel Benchmark is fixed for the Term and for any extension of the Term, and is not subject to escalation, adjustment or renegotiation, including on account of any change in the price, specification or availability of fuel, the age or condition of the Contractor's Equipment, or the Contractor's actual operating costs.

(c) For each month, the "Fuel Benchmark Quantity" is the aggregate of the quantities of Mining Works measured and certified for payment in that month multiplied by the applicable Fuel Benchmark rate, together with the certified operating hours of each item of support and Daywork plant multiplied by its stated litres per hour.

(d) The Contractor shall meter and record all fuel drawn, by item of equipment, and shall submit with each application for a Payment Certificate a fuel reconciliation for the month, supported by dispensing records, equipment hour meter readings, tank dip readings and any other data reasonably required by the Employer. The reconciliation shall be agreed and signed by the Employer's Representative and the Contractor's Representative within ten (10) Days of the end of the month. The Employer may audit the Contractor's fuel records, meters and dispensing equipment at any time and may install its own metering.

(e) Where the quantity of fuel issued to the Contractor in a month exceeds the Fuel Benchmark Quantity for that month, the excess litres shall be recovered from the Contractor as a Non-Negotiable Back Charge at the Employer's landed cost per litre plus 10% handling, and shall be deducted from the next Payment Certificate. The Contractor irrevocably agrees that this back charge is not subject to negotiation, set-off or Dispute.

(f) Where the quantity of fuel issued in a month is less than the Fuel Benchmark Quantity for that month, no payment, credit, rebate or carry-forward accrues to the Contractor, save that the Employer may in its sole discretion permit a rolling three (3) month reconciliation where the Employer is satisfied that a variance is attributable to a change in the material mix, haul profile or sequence instructed by the Employer.

(g) The Contractor is responsible for the receipt, storage, security, dispensing, metering and housekeeping of all fuel in its custody, and for compliance with all applicable environmental and safety requirements in relation to fuel. Any loss, theft, spillage, contamination, misuse, or use of issued fuel on any work other than the Mining Works and the Mining Services shall be back charged to the Contractor in full as a Non-Negotiable Back Charge and may constitute a breach entitling the Employer to terminate under Clause 11.2.

(h) The Contractor shall remain responsible, at its own cost, for all oils, lubricants, greases, filters, tyres, spare parts and consumables in accordance with Clause 3.1(l), and nothing in this Clause 10.11 obliges the Employer to supply any of them.

11 TERMINATION BY EMPLOYER

11.1 Notice to Correct

If the Contractor fails to carry out any obligation under this Agreement, the Employer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

11.2 Termination by Employer

(a) The Employer shall be entitled to terminate this Agreement within 90 (ninety) days if:

(i) the Contractor fails to comply with a notice under Clause 11.1 (Notice to Correct);

(ii) the Contractor breaches any warranty contained in Clause 1.7 (Representation and Warranties);

(iii) the Contractor incurs liabilities equal to or in excess of any limits of liability under this Agreement; which shall not exceed 100% of the Contract Price;

(iv) the Contractor fails to provide and/or maintain applicable insurances in accordance with Clause 14;

(v) the Contractor fails to provide and/or maintain any of the Performance Security in accordance with Clause 3.2;

(vi) the Contractor abandons the Mining Works and/or the Mining Services or otherwise indicates the intention not to continue performance of its obligations under this Agreement;

(vii) the Contractor without reasonable excuse fails:

(A) to proceed with the Mining Works in accordance with Clause 6 (Commencement, Delays and Suspension);

(B) to proceed with the Mining Services in accordance with Clause 7 (The Mining Services and the Term); or

(C) to comply with or take reasonable steps to comply with a notice issued under Clause 5.3 (Rejection) or Clause 5.4 (Remedial Work), within 28 Days after receiving it;

(viii) the Contractor subcontracts the whole of the Mining Works and/or the Mining Services or assigns this Agreement without the required agreement from the Employer;

(ix) the Contractor or any Affiliate becomes bankrupt or insolvent, goes into liquidation (either voluntarily or judicially), has a receiving or administration order made against him, compounds with its creditors, or enters into a judicial arrangement, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events;

(x) the Contractor or any Affiliate fails to comply with any of its obligations under Clause 1.11 (Anti-Corruption and Anti-Bribery);

(xi) the Contractor fails to comply with any of its obligations, or breaches any warranty or representation contained within Clause 1.7 (Representations and Warranties);

(xii) the Contractor or any Affiliate is involved in any arbitration, litigation, or similar proceedings which has or is likely to have a material adverse impact upon the Contractor's ability to perform its obligations under this Agreement;

(xiii) the Contractor ceases to be an Affiliate of its ultimate parent company as at the Effective Date;

(xiv) the Contractor, an Affiliate of the Contractor, the Contractor's Personnel, a subcontractor of the Contractor, or any of the subcontractor's personnel is or becomes or (at the Employer's sole and absolute discretion) is considered likely to become a Sanctioned Person;

(xv) the Contractor fails to comply with any of its obligations under Clause 1.19 (Sanctions);

(xvi) the Contractor fails to carry out promptly any of the Employer's instructions, and fails within seven (7) days of notice in writing by Employer drawing attention to such failure, to take such steps as to reasonably satisfy the Employer to address such failure; and

(xvii) the Contractor ceases to be an Affiliate of its ultimate parent company or there is a change of control of the Contractor or its parent company or that company's parent company whether direct or indirect (unless approved in writing by the Employer);

(b) The Employer's election to terminate this Agreement shall not prejudice any other rights of the Employer, under this Agreement or otherwise at law.

(c) The Contractor shall then leave the Site and deliver all Contractor's Documents to the Employer and shall use its best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Mining Works and the Mining Services.

(d) After termination, the Employer may complete the Mining Works and the Mining Services and/or arrange for any other entities to do so. The Contractor shall deliver or release at the Site to the Employer any Contractor's Equipment which the Employer requires to complete the Mining Works and/or the Mining Services.

11.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Clause 11.2 (Termination by Employer) has taken effect, the Employer shall proceed in accordance with Clause 2.5 (Determinations) to agree or determine the value of the Mining Works and the Mining Services and any other sums due to the Contractor for work executed in accordance with this Agreement.

11.4 Payment After Termination

After a notice of termination under Clause 11.2 (Termination by Employer) has taken effect, the Employer may in addition to its rights under Clause 11.2 (Termination by Employer):

(a) withhold any further payments otherwise due to the Contractor until the costs of execution, completion and remedying of any defects in the Mining Works and/or Mining Services, delay or liquidated damages (if any) and all other costs incurred by the Employer, have been established; and/or

(b) subject to Clause 13.3 (Limitation of Liability), recover from the Contractor any losses and damages incurred by the Employer (including sums due under any indemnity) and any extra costs of completing the Mining Works and the Mining Services, after allowing for any sum due to the Contractor under Clause 11.3 (Valuation at Date of Termination). After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

11.5 Employer's Entitlement to Terminate For Convenience

(a) The Employer shall be entitled to terminate this Agreement at any time for the Employer's convenience, by giving written notice of such termination to the Contractor. The termination shall take effect 180 Days after the date on which the Contractor receives this notice. The Employer shall be permitted to terminate this Agreement under this Clause 11.5 (Employer's Entitlement to Terminate For Convenience) for any reason in its absolute discretion including in order to execute the Mining Works and/or the Mining Services itself or to arrange for the Mining Works and/or the Mining Services to be executed by another contractor.

(b) After this termination, the Contractor shall proceed in accordance with Clause 12.3 (Cessation of Work and Removal of Contractor's Equipment) and shall be paid in accordance with Clause 15.6 (Optional Termination, Payment and Release).

12 SUSPENSION AND TERMINATION BY CONTRACTOR

12.1 Contractor's Entitlement to Suspend Work

(a) If without cause the Employer fails to certify in accordance with Clause 10.4 (Issue of Payment Certificates) or Clause 10.5 (Payment), or if the Employer without cause is persistently late in making payments under Clause 10.5 (Payment) or if the Employer is in material breach of its other obligations so as to substantially prevent the Contractor form performing its obligations, the Contractor may, after giving not less than 21 Days' notice to the Employer, suspend work (or reduce the rate of work) and/or suspend services (or reduce the rate of performance of the services) unless and until the Contractor has remedied the relevant default.

(b) The Contractor's action shall not prejudice its entitlements to financing charges under Clause 10.6 (Delayed Payment) and to termination under Clause 12.2 (Termination by Contractor).

(c) If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working and normal performance of the services as soon as is reasonably practicable.

12.2 Termination by Contractor

(a) The Contractor shall be entitled to terminate this Agreement if any of the following events apply but not further or otherwise:

(i) the Contractor does not receive the amount due under a Payment Certificate within 10 Days after the expiry of the time stated in Clause 10.5 (Payment) within which payment is to be made (except for deductions in accordance with Clause 2.3 (Employer's Claim) and no dispute has been referred for resolution in accordance with Clause 16 (Claims and Dispute Resolution);

(ii) a prolonged suspension affects the whole of the Mining Works and the Mining Services as described in Clause 6.7 (Suspension);

(iii) if the Employer without cause is persistently late in making payments under Clause 10.5 (Payment) and no dispute has been referred for resolution in accordance with Clause 16 (Claims and Dispute Resolution);

(iv) if the Employer is in material breach of its other obligations so as to substantially prevent the Contractor from performing its obligations; or

(v) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

(b) In any of these events or circumstances, the Contractor may, upon giving 14 Days' notice to the Employer, terminate this Agreement.

(c) The Contractor's election to terminate this Agreement shall not prejudice any other rights of the Contractor, under this Agreement or otherwise.

12.3 Cessation of Work and Removal of Contractor's Equipment

(a) After a notice of termination under Clause 11.2 (Termination by Employer), Clause 12.2 (Termination by Contractor) or Clause 15.6 (Optional Termination, Payment and Release) has taken effect, the Contractor shall promptly:

(i) cease all further work and services, except for such work or services as may have been instructed by the Employer for the protection of life or property or for the safety of the Mining Works and/or the Mining Services;

(ii) return to the Employer, the Employer's Equipment;

(iii) hand over the Contractor's Documents and other work, for which the Contractor has received payment; and

(iv) remove all Contractor's Equipment from the Site (except as necessary for safety, and leave the Site in accordance with Clause 8.3 (Clearance of Site)) within 45 Days of such notice taking effect.

(b) Where the Contractor's Equipment is not removed from Site in accordance with this Clause 12.3, the Employer may without further notice to the Contractor:

(i) levy a Site rental fee of US$1,000 per Day for each item of the Contractor's Equipment that remains at the Site after that 45 Day period; and

(ii) dispose of the Contractor's Equipment by whatever means it considers necessary or desirable (including without limitation by public auction or private sale) and realise the Contractor's Equipment for any consideration the Employer thinks fit. Any costs and expenses incurred by the Employer or its nominee in disposing of the Contractor's Equipment (including but limited to legal and court costs) shall be the Contractor's responsibility.

12.4 Acquisition of the Contractor's Equipment at Expiry of the Term

(a) If the Employer elects to purchase some or all of the Contractor's Equipment at expiration of the Term, the Employer shall notify the Contractor of its decision to purchase the Contractor's Equipment not later than 90 Days before expiration of the Term (the **"Equipment Purchase Request"**) on receipt of such request the Contractor shall not remove the Contractor's Equipment from Site without agreement of the Parties.

(b) If the Employer has not elected to purchase the Contractor's Equipment the Contractor shall remove the Contractor's Equipment from Site in accordance with this Agreement.

(c) The price to be paid for the Contractor's Equipment under this Clause 12.4 will be the lesser of:

(i) a valuation by an independent accountant appointed by the Parties, or failing agreement by the Parties by the President of the Institute of Chartered Accountants in England and Wales; or

(ii) the written down book value; or

(iii) any outstanding debt obligation of the item, in the books of the Contractor.

(d) The costs of the independent valuation shall be for the Employer's account.

(e) If the Employer purchases the Contractor's Equipment, the Employer shall also have the option to purchase the spares and stores for the written down book value of the item in the books of the Contractor.

12.5 Payment on Termination

After a notice of termination under Clause 12.2 (Termination by Contractor) has taken effect, the Employer shall promptly pay the Contractor in accordance with Clause 10 (Payment).

12.6 Employer's Social Programme

(a) The Contractor shall surrender, donate or otherwise contribute any redundant or surplus stock, plant, spares or equipment to the Employer for use with the Employer's social programmes, for the benefit of the local communities around the Site when any of the following events occur:

(i) this Agreement is terminated;

(ii) within 90 Days after delivery to the Contractor of the Employer's written notice stating that any stock, plant and/or equipment has become redundant or surplus to the Employer's requirements during the Term;

(iii) within 90 Days after delivery to the Contractor of the Employer's written notice stating that any stock, plant and/or equipment has been abandoned and has not been removed from Site.

13 RISK AND RESPONSIBILITY

13.1 Indemnities

(a) The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all direct, indirect or consequential claims, damages losses and expenses (including, legal fees, loss of profits, loss of anticipated saving, loss of business, depletion of goodwill and similar losses) that arise directly or indirectly out of or in connection with:

(i) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution of the Mining Works or the performance of the Mining Services, unless attributable to any negligence, wilful act or breach of this Agreement by the Employer, the Employer's Personnel, or any of their respective agents; and

(ii) damage to or loss of any property, real or personal (other than the Mining Works), to the extent that such damage or loss:

(A) arises out of or in the course of or by reason of the execution of the Mining Works or the performance of the Mining Services; and

(B) is attributable to any negligence, wilful act or breach of this Agreement by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them. and

(iii) for all taxes, duties, penalties, surcharges, costs, fees and expenses (including professional adviser fees and expenses) paid by the Employer after a request to do so from any governmental, inter-governmental, supranational body, agency, department or regulatory, self-regulatory or other authority or organisation in a country which the Contractor disputes, omits or otherwise refuses to pay contrary to the Laws and in connection with the Mining Scope of Work.

(b) The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including professional adviser fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of this Agreement by the Employer, the Employer's Personnel, or any of their respective agents or other contractors appointed by the Employer, and (2) the matters for which liability is covered by insurance which the Employer is required to provide for the Contractor's benefit.

13.2 Contractor's Care of the Mining Works and the Mining Services

(a) The Contractor shall take full responsibility for the care of the Contractor's Documents, Contractor's Equipment, Employer's Equipment (if utilised), Contractor's Personnel and the Mining Works and the Mining Services from the Commencement Date until the expiry of the Term, when responsibility for the care of the Mining Works and the Mining Services shall pass to the Employer as applicable.

(b) If any loss or damage happens in connection to the Mining Works, the Mining Services, Employer's Equipment (if utilised) or Contractor's Documents during the period when the Contractor is responsible for their care that is not an Employer's Risk, the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Mining Works, the Mining Services and Contractor's Documents conform with this Agreement.

(c) The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after the expiry of the Term. The Contractor shall also be liable for any loss or damage which occurs after expiry of the Term which arose from a previous event for which the Contractor was liable.

13.3 Limitation of Liability

(a) Subject to 13.3(c) but notwithstanding any other provision of this Agreement, and to the maximum extent under applicable Laws, the Employer, its officers, directors, employees, agents and consultants, or any one of them, shall not be liable to the Contractor or its officers, directors, employees, agents and consultants for any loss of contract, loss of business, loss of interest, loss of profits, business interruption or any other consequential or indirect damages or loss, from any cause whatsoever or howsoever arising, may be suffered by the other Party in connection with this Agreement.

(b) Save as set out in the paragraph below to the fullest extent permitted by applicable Laws, and notwithstanding any provision of this Agreement to the contrary, the total liability, in aggregate, of a Party, its Affiliates, officers, directors, employees, agents and consultants, or any one of them, to the other Party for any and all claims, liabilities, losses, costs, damages or expenses (including legal expenses) whatsoever arising out of, resulting from or in any way related to the Mining Works, the Mining Services or this Agreement from any cause, including breach of contract, deceit, tort, negligence or breach of warranty or pursuant to any indemnity provided by a Party, its Affiliates, officers, directors, employees, agents and consultants, or any one of them, shall not exceed the total aggregate liability cap set out in Item 33 of the Appendix.

(c) Provided always that the following categories of liability shall be excluded from the limitation on the Contractor's liability in the paragraph above:

(i) Liability arising from any fraudulent act or omission by the Contractor or any wilful default of the Contractor;

(ii) liability to the Employer incurred in respect of Clause 4.5 (Facilities for Staff and Labour), 1.19 (Sanctions), 13.1(a) (Indemnities);

(iii) any and all losses, damages, fines imposed by any statutory authority;

(iv) liability to the extent covered by a policy of insurance, or would have been so covered were it not for the Contractor's breach or vitiation of such insurance or failure to procure or maintain an insurance policy required by this Agreement;

(v) liability in respect of the Contractor's design; and

(vi) liability for the Contractor's share of any excess or deductible under any insurance policy procured by the Employer under Clause 14 (Insurance).

(d) In any event this Clause 13.3 (Limitation of Liability) shall not limit liability in any of either Party in the case of fraud or deliberate default by the defaulting Party.

(e) Notwithstanding any provision to the contrary, neither Party shall be entitled to recover any amount from the other Party under this Agreement to the extent that it has previously recovered for the same loss or damage under the terms of this Agreement or claim or purport to claim for the same loss or damage under more than one provision of this Agreement.

14. INSURANCE

This Clause 14 (Insurance) survives the termination of this Agreement.

14.1 Insurances to be maintained by Contractor

(a) The Contractor shall at its own cost and expense effect and maintain the following insurance policies where identified in the Appendix, from commencement of the Mining Services and/or Mining Works through to the end of the Term:

(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 Mining Services and/or Mining Works or executing the Contractor's rights or obligations under this Agreement with policy limits not less than the amount stated in Item 25 of the Appendix per occurrence.

(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 Agreement with policy limits not less than the amount stated in Item 26 of the Appendix per occurrence.

(iii) **Commercial General Liability (Bodily Injury and Property Damage) Insurance:** insurance written on a broad form occurrence basis covering legal Liability in respect of death or personal injury of third parties (including the Employer's personnel and physical loss of and/or damage to any property (including the Employer's existing property) occurring in connection with the performance of Mining Services and/or Mining Works or executing the Contractor's rights or obligations under this Agreement. Such insurance shall include the following supplemental coverage: contractual liability, products and completed operations, coverage for explosion, collapse and underground hazards and sudden and accidental pollution endorsements and shall have policy limits not less than the amount stated in Item 27 of the Appendix per occurrence.

(iv) **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 Agreement, including delivery to the Site, with policy limits not less than the amount stated in Item 28 of the Appendix.

(v) **Professional Indemnity Insurance:** professional indemnity insurance covering any negligent acts, errors or omissions in the advice or services provided by the Contractor under this Agreement, for the amount stated in Item 29 of the Appendix. The insurance must be maintained by the Contractor until the date which is seven (7) years after the expiry of the Term or the insurance must have run-off cover on terms acceptable to the Employer for that period.

(b) In addition to the insurances specified in Clause 14.1(a) (Insurance to be maintained by Contractor), the Contractor shall effect and maintain:

(i) all additional insurances required by Law in order to provide the Mining Work or Mining Services;

(ii) such other insurances as are customarily engaged on a prudent basis to cover the business and assets of the Contractor; and

(iii) such other insurances as the Employer may reasonable require.

(c) Where any insurance policy effected and maintained under Clauses 14.1(a) or 14.1(b) (Insurances to be maintained by Contractor) includes an annual aggregate limit of indemnity, the Contractor shall advise the Employer of any claim that may reduce the annual aggregate limit of indemnity and the Employer 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.

(d) The Contractor shall ensure that each insurance policy specified in Clause 14.1(a) (Insurances to be maintained by Contractor) or referred to in Clause 14.1(b) (Insurances to be maintained by Contractor):

(i) is effected with a reputable insurer with a financial security rating of at least A- by S&P or an equivalent rating by another internationally recognised rating agency reasonably acceptable to the Employer;

(ii) is on terms specified in this Agreement 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 Agreement; 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.

(e) The insurance policies to be effected and maintained under this Clause 14 (Insurance), with the exception of professional indemnity insurance, shall, where permitted by Law:

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

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

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

(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.

14.2 Proof of insurance

(a) The Contractor shall provide the Employer 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 Agreement signed by either the Contractor's insurer or insurance broker:

(i) seven (7) Days prior to the Commencement Date;

(ii) within fourteen (14) Days of any request by the Employer; and

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

(b) The Contractor shall:

(i) not materially alter the terms and conditions of any insurance policy effected and maintained under Clauses 14.1(a) or 14.1(b) (Insurances to be maintained by Contractor) unless prior written agreement has been obtained from the Employer (such agreement shall not be unreasonably withheld); and

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

(iii) If requested by the Employer, provide copies of the insurance policies it is required to effect and maintain under Clause 14.1(a) (Insurances to be maintained by Contractor).

(c) If the Contractor fails to effect or keep in force any of the policies of insurance which are required by this Agreement to be effected or kept in force, or fails to comply with the requirements of Clauses 14.1(a) or 14.1(b) (Insurances to be maintained by Contractor), the Employer 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 Employer and/or deduct such amounts from any monies otherwise due to the Contractor under this Agreement.

14.3 Grounds to refuse Claim

The Contractor shall not do, or cause or allow any Contractor 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 Agreement. Any such refusal of a Claim by an insurer shall not release the Contractor from any of its obligations, responsibilities or Liabilities under this Agreement.

14.4 Subcontractors

The Contractor shall ensure that its Subcontractors effects similar insurance (to the extent applicable to their scope of work) to that specified in this Clause 14 (Insurance) and shall provide proof of such insurance in accordance with Clause 14.2 (Proof of Insurance).

14.5 Miscellaneous

(a) 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 Employer. The Employer is entitled to require the Contractor to reduce the amount of any self-insured retention, excess or deductible where the Employer considers that such amount is unreasonable.

(b) If any event occurs which may give rise to a Claim involving the Employer under any policy of insurance to be taken out by the Contractor under this Clause 14 (Insurance), the Contractor shall:

(i) notify the Employer within fourteen (14) Days of that event; and

(ii) ensure that the Employer is kept fully informed of any subsequent actions and developments concerning the relevant Claim.

(c) The effecting or approval of any or all insurances as required by this Clause 14 (Insurance) shall not in any way limit the Liabilities or obligations of the Contractor to the Employer under any other provision of this Agreement.

14.6 Insurances to be maintained by Employer

The Employer shall effect and maintain the following insurance policies:

(a) **Workers' Compensation and Employer's Liability Insurance:** insurance in accordance with applicable Laws which shall cover legal Liability for death of or injury (including illness) to Employer Personnel (including any other person deemed by statute to be an employee of the Employer) engaged in doing anything in connection with the performance of the Employer's rights or obligations under this Agreement.

(b) **Third Party Liability Insurance:** for its sole benefit, insurance covering legal Liability in respect of death or personal injury to third parties and physical loss of and/or damage to property caused by the Employer or Employer Personnel (including any other person deemed by statute to be an employee of the Employer) engaged in doing anything in connection with the performance of the Employer's rights or obligations under this Agreement.

(c) Such other insurances as deemed appropriate by the Employer.

14.7 Compliance with Employer's Insurance

(a) The Contractor shall comply with and shall require that Contractor Personnel comply with all the terms of the policy or policies of insurance referred to in Clause 14.6 (Insurances to be maintained by Employer) and the Employer's procedures for claims notification and administration and shall not intentionally do or omit to do anything which might render voidable such policy or policies of insurance or entitle insurers to avoid liability thereunder.

(b) The Contractor shall, and shall procure its Subcontractors cooperate with any independent inspector or other representative of the insurer.

14.8 Responsibility for Deductibles

The Contractor shall be responsible for the payment of any excess or deductible relating to the insurances effected by the Contractor under Clause 14.1 (Insurances to be maintained by Contractor).

14.9 Allocation of Uninsured or Unrecoverable Losses

Any losses not insured or not recovered (including policy excesses) under insurance to be arranged by the Employer will be allocated between the Parties in accordance with their respective liabilities under the Contract.

15 FORCE MAJEURE

15.1 Definition of Force Majeure

In this Clause 15, Force Majeure means:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;

(b) prolonged rebellion, revolution, insurrection, military or usurped power, or civil war, within the Country;

(c) prolonged riot, commotion, disorder, strike or lockout within the Country by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;

(d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity;

(e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

(f) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity;

(g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions;

(h) any event, , prohibition or embargo outside the control of the parties arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations under the Law governing this Agreement; and

(i) epidemic or pandemic within the Country.

15.2 Notice of Force Majeure

(a) If a Party is or will be prevented from performing any of its obligations under this Agreement by reason of Force Majeure, then subject to Clause 15.6 (Optional Termination, Payment and Release) it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days of when the Party became aware of the relevant event or circumstance constituting Force Majeure.

(b) The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them provided it has complied with its obligations under Clause 15.3 (Duty to Minimise Delay).

15.3 Duty to Minimise Delay

(a) Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of this Agreement as a result of Force Majeure.

(b) A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

15.4 Consequences of Force Majeure

If the Contractor is prevented from performing any of his obligations under the Agreement by Force Majeure of which notice has been given under Clause 15.2 (Notice of Force Majeure), and suffers delay by reason of such Force Majeure, the Contractor shall be entitled to an extension of time for any such delay, if completion is or will be delayed, under Clause 6.4 (Extension of Time for Completion). After receiving this notice, the Employer shall proceed in accordance with Clause 2.5 (Determinations) to agree or determine these matters.

15.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Mining Works or the Mining Services to relief from force majeure on terms additional to or broader than those specified in this Clause 15, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle it to relief under this Clause 15.

15.6 Optional Termination, Payment and Release

(a) If the execution of substantially all the Mining Works in progress or the performance of substantially all the Mining Services in progress is prevented for a continuous period of 120 Days by reason of Force Majeure (other than limb (i) of the definition of Force Majeure) of which notice has been given under Clause 15.2 (Duty to Minimise Delay), or for multiple periods which total more than 150 Days due to the same notified Force Majeure, then either Party may, subject to Clause 15.6(b), give to the other Party a notice of termination of this Agreement. In this event, the termination shall take effect 7 Days after the notice is given, and the Contractor shall proceed in accordance with Clause 12.3 (Cessation of Work and Removal of Contractor's Equipment).

(b) If any prohibition or embargo imposed by Law prevents the performance by the relevant Party of any of its obligations under this Agreement, and the Contractor serves a notice to terminate the Agreement pursuant to Clause 14.6(a) above, the Agreement shall not terminate automatically if the Employer within the seven (7) Day period after notice was given then notifies the Contractor that the Employer will reimburse the Contractor's reasonable costs and expenses that arise following the date of the notice to terminate, that are (without prejudice to the Contractor's mitigation obligations) unavoidable, reasonably and properly incurred and can be evidenced by the Contractor ("**Cost Notice**"). The Employer shall determine the value of such costs and expenses (acting reasonably) and the Contractor agrees that it shall have no entitlement to any lost profit in respect of the same. The Employer shall also extend any date or period specified in the Agreement as is fair and reasonable in the circumstances to take into account the effects of the Force Majeure including any delay following the issue of the Cost Notice. Where the Employer issues a Costs Notice, the notice to terminate issued by the Contractor shall be deemed withdrawn.

(c) Upon such termination, the Employer shall determine the amount due to the Contractor and issue a Payment Certificate which shall include:

(i) the amounts due to the Contractor as at the date of termination;

(ii) any other cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Mining Works and/or the Mining Services;

(iii) the cost of removal of Contractor's Equipment from the Site and the return of these items to the Contractor's works in its country (or to any other destination at no greater cost); and

(iv) the cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Mining Works or the Mining Services at the date of termination.

15.7 Effect of Force Majeure in respect of an epidemic or pandemic

(a) If circumstances of Force Majeure under limb (i) of the definition of Force Majeure in Clause 15.1 above prevents or it is apparent that such Force Majeure event or circumstance will prevent the Contractor from executing the Mining Works or the Mining Services on Site for period of more than two (2) years then the Employer or the Contractor may issue a notice that performance of this Agreement shall be suspended upon the date occurring thirty (30) Days after the service of such notice.

(b) At any time before the expiry of the two year period under Clause 15.7(a), the Employer may issue a remobilisation notice to the Contractor requiring the Contractor to recommence the Mining Works or the Mining Services. In such case:

(i) the Mining Works or the Mining Services (as the case may be) will recommence pursuant to the remobilisation notice within six (6) months provided that no Force Majeure event occurs which would delay recommencement of the Mining Works or the Mining Services (as the case may be); and

(ii) within thirty (30) Days of receipt of such remobilisation notice the Contractor shall submit for approval by the Employer a remobilisation program setting out the date for recommencement of the Mining Works or the Mining Services (as the case may be).

16 CLAIMS AND DISPUTE RESOLUTION

16.1 Contractor's Claims

(a) If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any cost under any Clause of this Agreement or otherwise in connection with this Agreement, the Contractor shall give notice to the Employer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 Days after the Contractor became aware, or should have become aware, of the event or circumstance.

(b) If the Contractor fails to give notice of a claim within such period of 28 Days, the Time for Completion shall not be extended, the Contract Price shall not be adjusted and the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause 16 shall apply.

(c) The Contractor shall also submit any other notices which are required by this Agreement, and supporting particulars for the claim, all as relevant to such event or circumstance.

(d) The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Employer. Without admitting the Employer's liability, the Employer may, after receiving any notice under this Clause 16, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Employer to inspect all these records, and shall (if instructed) submit copies to the Employer.

(e) The Employer shall proceed in accordance with Clause 2.5 (Determinations) to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Clause 6.4 (Extension of Time for Completion), and/or (ii) the adjustment to the Contract Price to which the Contractor is entitled under this Agreement.

(f) If the Contractor disagrees with any determination of the Employer made pursuant to Clause 2.5 (Determinations) then that dispute must be referred for resolution pursuant to Clause 16.2 (Dispute

Resolution) within 28 Days of the date of the notice of dissatisfaction issued under Clause 2.5 (Determinations) failing which the Employer's determination shall become final and binding on the Parties and the Contractor shall be deemed to have waived irrevocably any right to challenge that determination.

(g) For the avoidance of doubt, if a delay caused by a matter which is the Employer's responsibility is concurrent with a delay caused by a matter which is the Contractor's responsibility, then to the extent that the delays are concurrent, the Contractor shall not be entitled to an extension of time.

16.2 Dispute Resolution

(a) This Clause survives the termination of this Agreement.

(b) Neither Party shall commence legal proceedings to resolve a Dispute, unless a notice has been served and the procedure in Clause 16.3 (Negotiation) and 16.4 (Arbitration) has been complied with.

16.3 Negotiation

If there is any Dispute between the Parties:

(a) either Party may invoke the terms of this Clause 16.3 (Negotiation), by giving written notice to the other Party specifying in reasonable detail;

  (i) the nature of the Dispute, including full written particulars of the matters that are the subject of the Dispute;

  (ii) the factual and legal basis of any claim made;

  (iii) details of the remedy sought together with full particulars in support of that remedy; and

  (iv) copies of all documents relied upon in support of any claim made,

(b) thereafter the Parties shall meet to resolve the Dispute using all reasonable endeavours acting in good faith to resolve the Dispute by joint discussions. If the Parties fail to resolve the Dispute within ten (10) Business Days of a Party receiving such notice under Clause 16.3(a) (Negotiation), each Party shall nominate a senior representative to meet and undertake genuine and good faith negotiations to resolve the Dispute. Each Party shall use its best endeavours to ensure that a meeting required under this Clause16.3(b) (Negotiation) shall take place within 21 Days;

(c) any agreement reached under the process in Clause 16.3(b) (Negotiation) shall be documented in writing and signed by the Employer Representative and the Contractor Representative and shall be final and binding on the Parties save that nothing in this Clause 16.3 (Negotiation), shall permit any alteration to the terms of this Agreement save in accordance with Clause 6(Variations);

(d) discussions relating to any Dispute between the Parties' senior representatives shall, unless otherwise agreed, be confidential to the Parties and their advisors and conducted on a without prejudice basis; and

the Parties to the Dispute shall not in the course of any arbitration make use of or rely on any without prejudice statements or admissions made in the course of discussions between the Parties' senior representatives other than to implement or enforce any agreement between the Parties' respective senior representatives.

16.4 Arbitration

(a) Should the Parties be unable to resolve the Dispute within forty-five (45) Days of receipt of the notice under Clause 16.3 (Negotiation), where implemented and in any other case, at any time, such Dispute shall be referred on the application of either Party to arbitration in accordance with the rules of the International Chamber of Commerce current at the date of reference (save that the parties opt out of articles 28 and 29 of the rules of the International Chamber of Commerce and those provisions are not incorporated into this Clause 16.4 (Arbitration)) pursuant to which the Dispute shall be finally resolved on the basis that:

(i) the number of arbitrators shall be three (3), with each Party being entitled to nominate one (1) arbitrator and the two (2) nominated arbitrators being empowered and required to nominate the third arbitrator who shall be the Chairman;

(ii) the seat of the arbitration shall be London, England;

(iii) the language of the arbitration shall be English; and

(iv) the procedural law of the arbitration shall be the laws of England.

(b) The Parties agree to be bound by any decision, award or ruling of the arbitrators under this Clause 16.4 (Arbitration) and shall comply therewith. The Parties hereby agree to exclude any right to appeal to the Court under the Arbitration Act 1996.

16.5 Confidentiality

The Parties undertake as a general principle to keep confidential all awards and orders in the arbitration, as well as all materials created for the purpose of the arbitration and documents produced by another party in the arbitration not otherwise in the public domain, save and to the extent that a disclosure may be required of a Party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

16.6 Continuation of rights and obligations

Despite the existence of a Dispute, the Contractor shall continue to perform its obligations under this Agreement including, for the avoidance of any doubt, those obligations which are the subject matter of the Dispute.

17 MISCELLANEOUS

17.1 Entire Agreement

(a) To the fullest extent permitted by Law, in relation to the subject matter of this Agreement, this Agreement:

(i) embodies the entire understanding of the Parties, and constitutes the entire terms agreed on between the Parties; and

(ii) supersedes any prior written or other agreement between the Parties.

(b) Each party acknowledges that in entering into this Agreement it is not relying on any representation, warranty or other statement relating to the subject matter of this Agreement which is not set out in this Agreement, provided that nothing herein shall affect a Party’s rights in the case of any fraud.

17.2 Notices

(a) Any notice, demand, consent or approval (collectively, **"Notice"**) under this Agreement:

(i) shall be in writing; and

(ii) shall be addressed as shown below:

The Employer

Details as set out in Item 10 of the Appendix

With a copy to:

c/o BARRICK GOLD CORPORATION
3rd floor, Unity Chambers
28 Halkett Street, St Helier
Jersey, JE2 4WJ
Channel Islands

Email: legal@barrick.com

For the attention of: General Counsil

The Contractor

Details as set out in Item 4 of the Appendix;

(or as otherwise notified by either Party to the other Party from time to time);

(iii) shall be signed by the Party making the communication or on behalf of that Party;

(iv) shall be delivered or posted by prepaid post to the address, or sent by email to the postal and email address, of the addressee, in accordance with (i) to (iii) (inclusive); and

(v) shall be deemed to be received by the addressee:

(A) (in the case of prepaid post) on the 3rd Business Day after the date of posting to the postal address given in (ii);

(B) (in the case of fax) at the local time (in the place of receipt of that fax) which then equates to the time at which that fax is sent as shown on the transmission report which is produced by the machine from which that fax is sent and which confirms transmission of that fax in its entirety, unless that local time is a non-Business Day, or is after 5.00 pm on a Business Day, when that communication shall be deemed to be received at 9.00 am on the next Business Day;

(C) (in the case of email) at the time that is 24 hours after the email was sent, but if the time the communication is taken to be received is not on a Business Day or is after 5.00 pm, the communication is taken to be received at 9.00 am on the next Business Day; and

(D) (in the case of delivery by hand) on delivery at the address of the addressee as provided in (ii) above, unless that delivery is made on a non-Business Day, or after 5.00 pm on a Business Day, when that communication shall be deemed to be received at 9.00 am on the next Business Day.

17.3 Contracts (Rights of Third Parties) Act 1999

The Parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement, other than any Barrick Gold Group Company to the extent referred to in this Agreement. Notwithstanding the foregoing, the Parties may, by agreement, rescind or vary this Agreement without the consent of any third party to whom the right of enforcement of any of its terms has been expressly provided.

17.4 Survival

In so far as any of the rights and obligations of the parties to this Agreement shall or may be exercised after the expiry or termination of the Contractor's engagement, the provision of this Agreement conferring such rights and obligations shall survive and remain in full force and effect notwithstanding such expiry or termination.

17.5 Employer Representative

The Employer's Representative, or another person nominated by the Employer by notice to the Contractor, may exercise the Employer's functions under this Agreement. The appointment of the Employer's Representative does not limit the Employer's powers or rights under this Agreement.

17.6 Rights Cumulative

The rights and remedies of the Employer provided in this Agreement are cumulative and the exercise of one right does not preclude the exercise of another (save where alternative remedies are expressly provided for) and nor does it exclude any other rights and remedies provided at Law.

17.7 Severability

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal it is severed. The remainder of this Agreement continues to have full force and effect.

17.8 Waiver

(a) Save where expressly provided to the contrary, no provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

(b) No waiver by a Party of one breach of any obligation contained or implied in this Agreement operates as a waiver of another breach of the same or of any other obligation contained or implied in this Agreement.

17.9 Non Merger

None of the terms or conditions of this Agreement nor anything done under or in connection with this Agreement or any other agreement between the Parties shall operate as a merger of any of the rights and remedies of the Parties under this Agreement or under that other agreement, all of which shall continue in full force and effect.

17.10 Costs

Each Party shall pay its own legal costs of and incidental to the preparation and completion of this Agreement.

The Employer shall be liable to pay any stamp duty payable under or in connection with this Agreement.

17.11 Taxes

The Contractor shall be responsible for the payment of all Taxes imposed by a Governmental Agency in respect of the Mining Works or such other related service which is referred to in this Agreement.

17.12 Further Acts

Each Party shall promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by Law or reasonably requested by the other Party in order to give effect to this Agreement.

17.13 Confidentiality

The Contractor shall, in entering into any confidentiality agreements with third parties, use its best endeavours to ensure that it is not restrained by reason of the terms of such confidentiality agreements from providing to the Employer any information the Employer may be entitled to under this Agreement.

17.14 Amendments

(a) This Agreement may only be varied by a document signed by or on behalf of each of the Parties.

(b) Without prejudice to the generality of the foregoing, this Agreement shall not be amended or superseded by any provisions contained in bills of lading, packing slips, receipts, rate schedules, work tickets or any sales documents, whether signed or acknowledged by the Contractor.

17.15 Dealings

(a) At any time when this Agreement grants a right to any Party to take action, exercise discretion, or determine whether to approve a proposal made by any other Party, the Party possessing the relevant right shall act in good faith.

(b) Each of the Parties acknowledges and agrees that it shall deal fairly with the other in performing its respective obligations and exercising its respective rights under this Agreement. Furthermore, each Party shall act in good faith in performing its obligations under this Agreement and all actions of the Parties shall be designed to facilitate the timely and proper completion of the Mining Works and performance of the Mining Services by the Contractor. Accordingly, whenever in this Agreement the Parties are required to "agree" any matter, they shall do so with the agreed objective of enabling the Employer to realise the commercial purpose of this Agreement and otherwise upon and in order to give effect to the terms of this Agreement.

(c) Each of the Parties acknowledges and agrees that they shall commit to act in a timely fashion to:

(i) review all documents provided by the other Party;

(ii) respond to all requests for information made by the other Party;

(iii) support all applications for authorisations;

(iv) respond to requests for access to any offsite support facilities; and

resolve all differences and disputes in a timely fashion.

(d) At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such further documents (in form and content reasonably satisfactory to that Party) and perform such acts as may reasonably be required or reasonably requested by the other Party for the purpose of giving full effect to the terms and conditions of this Agreement.

SCHEDULE A
MINING SCOPE OF WORK

PKK Pit – Waste Mining (Pre-Strip) – Mining Works and Mining Services

This Schedule A is to be read together with, and incorporates, the following documents which are annexed to it and form part of the Mining Scope of Work: (i) the Mining Scope of Work – PKK Pit (including Table 1 (Summary of Physicals) and the bill of quantities); (ii) the Design Drawings for the PKK Pit, waste dump, haul roads and ramps (being the Employer's DXF files converted to PDF and reproduced as drawings); and (iii) the Kibali Gold Mine Equipment Standard. In the event of any inconsistency between this Schedule A and those annexures, those annexures shall prevail.

Purpose

Provide open-pit mining works and mining services to prepare mining areas, maintain access, execute drill and blast and load and haul, and manage pit water as required to strip and deliver approximately 4,978,149 BCM of waste from the PKK Pit to the designated waste dump(s) over a 12 month period, at an average of 15,000 BCM per day, in accordance with the monthly bench sequence in Table 1 (Summary of Physicals). No ore is included in this scope.

Contractor services

- Mobilise (at the Contractor's own cost, no mobilisation being payable) and maintain the required fleet, personnel, supervision and dispatch for safe continuous 24-hour operations, together with all oils, lubricants, consumables, accommodation, meals, potable water, transport, visas and training for the Contractor's Personnel. Diesel fuel is issued by the Client free of charge and is reconciled monthly against the Fuel Benchmark under Clause 10.11.
- Clear and grub designated areas; strip and stockpile topsoil/growth medium in Client-designated locations.
- Construct and maintain haul roads and ramps along Client-designated alignments; perform grading, drainage upkeep, berm/windrow upkeep, and dust suppression on Contractor-controlled roads/areas.
- Execute production mining in Client-directed areas and sequence: drill/blast (where assigned), load, and haul.
- Deliver waste to the designated waste dump(s) and place it to design; follow Client dig limits, batter the pit walls to design and comply with the Client's haul routing. Ore, ROM pads and ore/waste separation are outside this scope unless instructed by the Client as a Variation.
- Provide dewatering (where assigned): operate pit sumps/pumps, transfer water to approved discharge locations, and maintain dewatering equipment.
- Provide operating support as directed (ROM pad and dump working surface support, traffic controls in Contractor-controlled areas, and lighting where required for safe work).
- Provide daily operational and HSE reporting and monthly quantity reconciliation support data.

Client responsibilities

- Provide mine plans, priorities, boundaries, and the sequence of areas to be mined.
- Designate ore and waste destinations (ROM/stockpile pad and waste dump locations) and haul road alignments.
- Provide site governance approvals where required (for example, blasting authorizations and discharge points).
- Confirm and accept monthly quantities for payment processing using the agreed measurement method.
- Issue diesel fuel free of charge for the Contractor's equipment engaged on the Works and reconcile fuel issued each month against the Fuel Benchmark, applying a non-negotiable back charge for consumption in excess of that benchmark.

- Charge and fire the blast holes, including the supply of explosives and stemming material, through the Client or a separate contractor appointed by the Client.

Shared responsibilities (interfaces)

- Coordinate survey/measurement and resolve quantity differences through an agreed reconciliation workflow.
- Coordinate ore control and routing (dig limits, mark-ups, and ore/waste classification) to prevent misdirection or contamination.
- Coordinate plan and access changes (routes, dumps, and schedules) to maintain safe and efficient operations.
- Collaborate on incident investigations and corrective actions where interfaces are shared.

Responsibility Matrix (RACI)

ITEM	DESCRIPTION	CONTRACTOR	CLIENT
	PROJECT APPROVALS AND PERMITS		
1	Project Approval		**X**
2	Surface Rights, Site Permits, Rights of Entry		**X**
3	Environmental Approvals		**X**
4	Planning and Local Government Approvals		**X**
5	Water Extraction Licence		**X**
6	Water Disposal licence		**X**
7	Explosives License		**X**
8	Site Electrical Licence		**X**
9	Building Permits		**X**
	INSURANCE		
10	Works Insurance		**X**
11	Worker's Compensation Insurance	**X**	
12	Motor Vehicle Insurance	**X**	
13	Public Liability Insurance	**X**	
14	Insurance on Contractor Equipment	**X**	
15	All requisite benefits and entitlements as per CDI labour laws	**X**	
	ENGINEERING		
16	Construction Drawings and Specifications		**X**
17	Mine design (> 3 months)		**X**
18	Mine design (< 3 months)		**X**
19	Drill and Blast Design		**X**
20	Firing plans		**X**
21	Scheduling (Quarterly Forecast / Budget / LOM)		**X**
22	Scheduling (Monthly, Weekly, 7/21)		**X**
23	Compliance to plan report (Day / Week / Month)		**X**

SURVEY			
24	Surveyors	**X**	**X**
25	Surveying Equipment		**X**
26	Control Surveying		**X**
27	Wall Monitoring		**X**
28	Payment Measures		**X**
29	Preparation of "As Constructed" Drawings		**X**
30	Ore Block Markup		**X**
31	Maintain Level Floors / berm angles / walls		**X**
32	Drillhole Markup / Pickup (Engineering and Geology)	**X**	**X**
33	Stockpile Reconciliations		**X**
GEOLOGY			
34	Grade Control Drilling		**x**
35	Grade Control Design / Mapping / Sampling		**x**
36	Ore / Waste boundary markup		**x**
ENVIRONMENTAL			
37	Dust Monitoring	**X**	**X**
38	Noise Monitoring / Vibration	**X**	**X**
39	Water Quality Monitoring	**X**	**X**
STATUTORY MANAGEMENT			
40	Registered Mine Manager		**X**
41	Quarry Manager		**X**
42	Alternate Quarry Manager		**X**
43	Authorised Mine Surveyor		**X**
MINING MANAGEMENT			
44	Project Manager	**X**	
45	Shift Supervisors	**X**	**X**
46	Training/Safety officers	**X**	
47	Maintenance Supervisor	**X**	

48	Mining & Maintenance Workforce	**X**	
49	HR / Workforce relations Management	**X**	
46	Training/Safety officers	**X**	
47	Maintenance Supervisor	**X**	
48	Mining & Maintenance Workforce	**X**	
49	HR / Workforce relations Management	**X**	
	ACCOMMODATION AND MESSING		
50	Principal and Approved Contractor Senior Personnel	**X**	
51	Accommodation and Messing for Contractors Personnel	**X**	
52	Accommodation and Messing for Contractors Visitors (Contractor responsible – see Clause 4.5)	**X**	
	COMMUTE		
53	Travel Between Employees Point of Hire and Site (DIDO / FIFO)	**X**	
54	Travel Between Accommodation and Site	**X**	
55	Initial Access		**X**
56	Site Security		**X**
57	Removal of Contractors Facilities and Clean-up of Site	**X**	
	MOBILISATION AND DEMOLISTION		
58		**X**	
59		**X**	
	FACILITIES		
60	Earthworks for Facilities (Mine Services Area)	**X**	
61	Principal Offices		**X**
62	Contractor Offices	**X**	
63	Contractor Offices - Fit out	**X**	
64	Contractor Ablutions / Changerooms	**X**	
6S	Principal Ablutions / Changerooms		**X**
66	Surface Cribroom - Fit out	**X**	

67	Muster Room	X	
68	First Aid Centre	X	X
69	Mine Rescue Room		X
70	Office Cleaning	X	
71	Maintenance of Facilities	X	
72	Non-Intractable Waste Facility	X	X
73	Bioremediation Pad		X
74	Water Cooler and Ice Machine	X	
	SURFACE WORKSHOP		
75	Pads for Workshop	X	
76	Workshop Facility	X	
77	Fit Out Workshop Facility	X	
78	Washdown Facility	X	
79	Washdown Pressure Washer	X	
80	Washdown Waste Oil Separator	X	
81	Hydrocarbon Storage Facility Incl. Oils and Lubricants	X	
82	Waste Oil Tanks	X	
83	Waste Oil Disposal	X	X
84	Hazardous Waste Disposal	X	X
85	Fuel Storage and Dispensing (Contractor to provide – see Clause 3.1(k))	X	X
86	Surface Laydown Areas	x	
87	Surface Stores Facilities	X	
88	Fire Reels and Extinguishers	x	
	ELECTRICAL		
89	Site Electrical Power	x	
90	Surface Transformer (Main)	x	
91	Power Supply to Facilities	x	
92	Electrical Tagging of contractor facilities and equipment	x	

93	Back-Up Generator	x	
	DEWATERING		
95	Dewatering 2.0km from Pit Crest	**X**	
96	Dewatering of Pit Sumps to Pit Crest - Pumps	**X**	
97	Dewatering of Pit Sumps to Pit Crest - Pump Crew	**X**	
98	Drainage of Pit Floor to Sumps (Groundwater)	**X**	
99	Bore Hauls Maintenance and Pump installation		**X**
	WATER		
100	Construction Water Supply (Turkey's Nest)	**X**	
101	Dust Suppression Water Supply Facility (Turkey's Nest)	**X**	
102	Dust Suppression Water Supply (Pumps and standpipes)	**X**	
103	Potable & Raw Water Supply to Permanent Facilities	**X**	
104	Surface Flood Management Earthworks	**X**	**X**
105	Sewage Treatment Plant	**X**	**X**
	EXPLOSIVE		
105	Surface Explosives Magazine Compound		**X**
106	Surface Explosives Magazines		**X**
107	Shotfirers		**X**
108	Explosives Firing System		**X**
109	Explosives Inventory Control and Reconciliation		**X**
110	Maintenance and Magazine upkeep		**X**
	MINING ACTIVITIES		
111	Clear, Grub and Strip Topsoil & Subsoil	**X**	
112	Drill and Blast drill pattern Preparation	**X**	
113	Drill & Blast Ore and Waste	**X**	**X**
114	Drill & Blast Stemming Material		**X**
115	Excavate and Load Ore and Waste	**X**	

116	Haul Ore and Waste to Designated ROM Pads/Waste Dumps	**X**	
117	Maintain Dry, Trafficable and Level Pit Working Surfaces	**X**	
118	Feeding ROM bins		**X**
119	ROM Construction	**X**	**X**
120	ROM Floor Management	**X**	**X**
121	Pit wall battering	**X**	
ADMINISTRATION			
122	Telephone Lines to Administration Buildings	**X**	
123	Internet Access to Administration Buildings	**X**	
124	Computer Equipment (Contractor Use)	**X**	
125	Office Furniture (Contractor Use)	**X**	
126	Office Supplies	**X**	
127	Crib Room Supplies	**X**	
MINES RESCUE			
127	Ambulance		**X**
128	Fire Tender & Fire Fighting Equipment	**X**	**X**
129	Mine Rescue Equipment		**X**
130	Mine Rescue Members	**X**	**X**
131	Mine Rescue Training (Contractor responsible for its own Personnel – see Clause 4.6(c))		**X**
COMMUNICATIONS			
132	UHF Radio Network for Surface Mining Operations		**X**
133	Contractors Mobile Plant Radios	**X**	
134	Principal Mobile Plant Radios		**X**
ROAD MAINTENANCE			
135	Site Access Road	**X**	
136	Maintain Ore ROM	**X**	
137	Maintain all ROM pads	**X**	

138	Maintain Waste Dumps	**X**	
139	Maintain Roads and Ramps Under Contractor's Control	**X**	
140	Maintain Contractor's Laydown, Office and Workshop Areas	**X**	
141	Road base or other product to maintain roads	**X**	
142	Lighting for all active mining areas	**X**	
143	Surface Dust Suppression for Areas Under Contractor's Control	**X**	
144	Secondary Breakage of Ore (Oversize management)	**X**	
SAFETY, TRAINING & PEE			
145	General Site Inductions	**X**	**X**
146	Surface Mining Inductions	**X**	**X**
147	Training	**X**	**X**
148	Pre-Employment Medicals and Drug and Alcohol Testing	**X**	**X**
149	Drug and Alcohol Testing	**X**	**X**
150	Personal Protective Equipment	**X**	
151	First Aid Centre Personnel	**X**	**X**
152	Personnel Trained in Senior First Ald	**X**	**X**
153	First Aid kits	**X**	
154	Portable Fire Extinguishers	**X**	
EQUIPMENT			
155	ROM Loader	**X**	
156	Mobile Mining Equipment	**X**	
157	Light Vehicles (Contractor)	**X**	
158	Light Vehicles (Principal)		**X**
159	Mobile Equipment Fire Extinguishers and AFFF Systems	**X**	
160	Machlnery Inspections Prior to Site Arrival	**X**	**X**
161	Mining Equipment Movement BeMeen Pits	**X**	
162	Maintenance of Light Vehicles (Contractor only)	**X**	

163	Maintenance of pressure vessels (RC drill rig)	**X**	
	MATERIAL SUPPLY		
164	Freight for Contractors Materials and Equipment	**X**	
165	Diesel (issued free of charge by the Client against the Fuel Benchmark – see Clause 10.11)		**X**
166	Explosives		**X**
167	Drill and Blast Consumables (Inc Grade control drillingj		**X**
168	Lubricants and Oil (Contractor to supply – see Clause 3.1(l))	**X**	
169	Small Tools	**X**	
170	Maintenance Parts	**X**	
171	All Safety and Warning Signs, Barricades and Signals	**X**	**X**
172	All Other Consumables and Tools	**X**	

Deliverables (minimum)

- Designated areas cleared and ready for mining.
- Topsoil stripped and stockpiled in the locations designated by the Client.
- Haul roads and ramps constructed and maintained to remain safe and trafficable.
- Waste delivered to the designated waste dump(s) and placed to design as directed. No ore is included in this scope.
- Daily operational/HSE reporting and monthly reconciliation support package.

END OF SCHEDULE A

SCHEDULE B – PRICING SCHEDULE

Tenderers shall price this Schedule B in accordance with the following mandatory requirements, which are not negotiable:

1. All unit rates shall be DRY rates in US Dollars per BCM, exclusive of diesel fuel, diesel fuel being issued by the Employer under Clause 10.11. No fuel escalation, fuel adjustment or wet-rate alternative will be accepted.

2. All unit rates shall be inclusive of haul road, ramp and access road construction, maintenance, grading and dust suppression. Road maintenance shall NOT be priced as a separate item.

3. All unit rates shall be inclusive of waste dump construction to design, pit wall battering, pit dewatering and mine drainage, tower lighting, two-way radios, oils and lubricants, and all accommodation, meals, potable water, transport, visas, training and personal protective equipment for the Contractor's Personnel. Clearing and grubbing and topsoil stripping and stockpiling are measured and priced separately in item 1 of the Bill of Quantities, according to the perimeter concerned.

4. Mobilisation and demobilisation shall be priced as separate lump sums in item 11 of the Bill of Quantities and shall not be included in any unit rate. No mobilisation or establishment charge is payable under Clause 10.1(c); any mobilisation amount tendered will be adjusted by the Employer to nil for the purposes of comparing tenders and is payable only if expressly agreed in writing and recorded in the Appendix.

5. Demobilisation shall be priced as a single lump sum, payable only in the circumstances set out in Clause 10.1(d).

6. Rates shall be fixed for the Term and for any increase in volume of up to 25 per cent under Clause 9.1(g).

7. Every fuel consumption entry shall be completed: litres per BCM for load and haul by material type, litres per drilled metre for production and pre-split drilling, and litres per operating hour for Daywork plant and for each item in Schedule E. Those entries constitute the Fuel Benchmark under Clause 10.11, are fixed for the Term and are contractually binding.

8. Fuel issued by the Employer is reconciled monthly against the Fuel Benchmark Quantity. Consumption in excess of that quantity is recovered at the Employer's landed cost per litre plus 10% handling as a Non-Negotiable Back Charge, deducted from the next Payment Certificate. Under-consumption gives rise to no credit or payment.

9. Where a Fixed Monthly Fee is tendered it shall be supported by a detailed breakdown of its components and will be evaluated as part of the total tendered sum.

10. Daywork rates are for the valuation of instructed Variations only, shall be completed in full, and shall be stated exclusive of fuel with the litres per hour shown separately.

11. Quantities stated are estimates based on the current pit design. Payment is made on the quantities measured by survey and certified by the Employer. Items left unpriced are deemed to be included elsewhere in the tendered rates.

12. Clearing, grubbing and topsoil stripping and stockpiling are measured items, priced per hectare and per cubic metre in situ according to the perimeter concerned, and paid on the quantities measured by joint survey.

13. Standby rates shall be completed for every item of the fleet and apply only to a suspension instructed under Clause 6.7 (Suspension). Standby rates shall not exceed the Daywork rate for the same item.

14. The wet hole surcharge is payable only where a hole is verified as wet by the Employer under Clause 5.5(d).

15. Mobilisation shall be disclosed as a separate lump sum and is not payable under Clause 10.1(c). Demobilisation shall be priced as a separate lump sum and is payable only under Clause 10.1(d).

[Insert Table – Schedule B Sum]

[Insert Table – Schedule B L&H]

[Standby rates – as tendered in item 9 of the Bill of Quantities (Section 4)]

END OF SCHEDULE B

SCHEDULE C – PRICE FOR DAY WORKER

DAYWORK

If the Employer directs that any work be carried out as Daywork the following basis for payment should apply. Changes in resources employed on any items of Daywork may be made only with the written permission of the Engineer.

1.1 Materials

Materials required for Daywork shall be paid on the basis of the net quantities actually used in the performance of work authorised by the Engineer.

Payment will be at the cost 'On Site' based on evidence of price plus the

percentage addition stated below.

Percentage of actual cost of materials to reimburse Contractor for:

- Providing evidence of cost and quantities
- Taking delivery, handling and sorting
- Insurance
- Other preliminary and overhead costs
- Profit, margins and markups shall be 10%

1.2 Labour

This schedule sets forth hourly rates for the hire of various classes of labour which the Contractor proposes to utilize for the performance of work under the Contract and which may be requested by the Engineer to execute work on a Daywork basis.

Time engaged in the actual work only shall be allowed. Idle time, travelling time and non-productive overtime shall not be allowed.

Rates for labour shall include for:

- Salaries, wages, overtime, premium payments, payroll tax, sick and holiday pay.
- Insurance
- Transport
- Design staff
- Supervisory staff including foremen
- Inspection staff
- Small tools (value less than $1 000) equipment, consumables and accessories including use of maintenance of hand tools and appliances and non mechanical plant and equipment such as ladders, scaffolding and the like.
- Office expenses
- Other preliminary and overhead costs
- Profit, margins and markups
- Consumable materials and supplies
- All incidental charges

[Insert Schedule C Day Work]

1.3 Contractor's Plant

This schedule sets forth hourly rates for the hire of the all classes of plant which the Contractor proposes to have on site for the performance of work under the Contract and which may be requested by the Engineer to execute work on a Daywork basis at anytime during a seven day working week.

The rates for the Contractor's plant shall include for:

- Attendants and operator's wages
- Depreciation
- Insurance
- Wear and tear, repairs and maintenance
- Consumables including lubricants, filters and tyres required for safe and efficient operation (diesel fuel being issued by the Employer against the Fuel Benchmark under Clause 10.11, and the litres per hour stated by the Contractor forming part of that benchmark)
- Travel and standby time arising from maintenance, repairs and absence of operators
- Other preliminary and overhead costs
- Profit, margins and markups
- Supervision, Management and Taxes

Payment to Contractor under these rates shall only apply to hours actually expended at the place of work as shown on original time sheets submitted to and approved by the Engineer and no account will be given to downtime of any cause whatsoever, or for travelling time to and from the place of work.

[Insert Schedule C Day Work]

END OF SCHEDULE C

SCHEDULE D – CONTRACTOR'S NOMINATED PERSONNEL

The Contractor proposes to engage on Site in a supervisory or management capacity the same or equivalent profiles as those listed below. The list shall be updated within 30 days of the Effective Date.

[Insert Schedule D Personal]

[Insert Histogram]

END OF SCHEDULE D

SCHEDULE E – CONTRACTOR'S EQUIPMENT LIST AND FUEL USAGE

The following is a list of production equipment, which will be provided by the Contractor for the performance of the Works. The list shall as a minimum satisfy the minimum equipment requirements set out in Clause 3.14(g) and the Mining Scope of Work, and every item shall comply with the Equipment Standard. The Contractor shall state its fuel consumption per item in litres per operating hour, which forms part of the Fuel Benchmark under Clause 10.11 and against which fuel issued by the Employer is reconciled monthly. The Contractor shall also state its forecast oil and lubricant consumption per item, which is to the Contractor's own account.

The Contractor will provide, once appointed as preferred contractor, all the technical and physical data of each individual piece of equipment with a new purchase price exceeded US$100,000. The data provided shall including the following: Model, Make, Year of Manufacture, Year of Puchase by the Contractor, Insured value, approximate market value,registration number, condition, designed production capacity and hours/km operated.

[Insert Schedule E - Equipment List]

[Schedule E - Fuel Usage]

[Schedule E - Fuel Usage]

END OF SCHEDULE E

SCHEDULE F – KPI's

Operational Performance

For operational performance KPI's, we suggest to use KPI :

- Production Volume – production schedule - Monthly – Production reports – weight 10
- Drill and Blast Efficiency - >= 95% - planned volume – Monthly – Blasting reports – Weight 10
- Dig-to-design compliance (floors, berms, wall angles and dump to design) ≥ 95% – survey reconciliation reports – Weight 5

Eq utilization rate and downtime will be reflected in the production volume target.

KPI	Description	Target	Frequency	Reporting Method	Score (0–5)
Production Volume	Total BCM of Waste mined, loaded and hauled	Production Schedule	Monthly	Production Reports	
Equipment Utilization Rate	% of time equipment is operational vs available	≥ 87%	Monthly	Maintenance Logs	
Drill & Blast Efficiency	Ratio of blasted volume to planned volume	≥ 95%	Monthly	Blasting Reports	
Ore Contamination	Percentage of ore contaminated with waste material	≤ 10%	Monthly	Ore Quality Reports	
Downtime	Total hours of unplanned equipment downtime	≤ 10 hrs./month	Monthly	Maintenance Reports	

Safety & Compliance

KPI	Description	Target	Frequency	Reporting Method	Score (0–5)
Lost Time Injury Frequency Rate (LTIFR)	Number of LTIs per month	≤ 1.0	Monthly	Safety Reports	
Attendance of weekly Safety Meeting	Management to attend the weekly safety meeting	98%	Monthly	Safety Meeting Register	

PPE Compliance Rate	% of workers observed wearing correct PPE	98%	Monthly	Site Inspections	
Incident Reporting Time	Average time to report safety incidents	≤ 2 hours	Monthly	Incident Logs	
Total amount of points Scored					
Total amount to be Scored					45
Score in %					84%

Scoring Application Reference

Each KPI is scored on a scale from 0 to 5 based on performance against the target:
0 - No performance or complete failure to meet KPI
1 - Performance significantly below target (>50% below)
2 - Performance below target (25-50% below)
3 - Slightly below target (up to 25% below)
4 - Meets target with small issues
5 – Exceeds target

Scoring implications

It is agreed in this contract that the monthly performance score target will be 84%. Failure to achieve the required result will result in a monthly reduction on the monthly operational cost.

KPI-Based Penalty and Bonus Formulas

Penalty Formula:
If the monthly KPI score is below 80%, a penalty is applied to the monthly operational cost. The penalty is calculated as follows:

80% to 83.99% = Monthly Operational Cost x 10%; 75% to 79.99% = Monthly Operational Cost x 15%

70% to 74.9% = Monthly operational Cost x 20%

65% to 69.99% = Monthly Operational Cost x 30%

60% to 64.99% = Monthly Operational Cost x 40%

55% to 59.99% = Monthly Operational Cost x 50%

Scenario Driven Targets

Scenario 1: Monthly minim requirements with performance bonus

Operational Performance						
KPI	**Description**	**Target**	**Actual Achieved**	**Frequency**	**Reporting Method**	**Score (0–5)**
Production Volume	Total BCM of Waste mined, loaded and hauled	10,000	7,500	Monthly	Production Reports	3
Equipment Utilization Rate	% of time equipment is operational vs available	≥ 87%	87%	Monthly	Maintenance Logs	4
Drill & Blast Efficiency	Ratio of blasted volume to planned volume	≥ 95%	71.25%	Monthly	Blasting Reports	3
Ore Contamination	Percentage of ore contaminated with waste material	≤ 10%	10%	Monthly	Ore Quality Reports	4
Downtime	Total hours of unplanned equipment downtime	≤ 10 hrs./month	10	Monthly	Maintenance Reports	4
Safety & Compliance						
Lost Time Injury Frequency Rate (LTIFR)	Number of LTIs per month	≤ 1.0	0	Monthly	Safety Reports	5
Attendance of weekly Safety Meeting	Management to attend the weekly safety meeting	98%	100%	Monthly	Safety Meeting Register	5
PPE Compliance Rate	% of workers observed wearing correct PPE	98%	100%	Monthly	Site Inspections	5
Incident Reporting Time	Average time to report safety incidents	≤ 2 hours	0	Monthly	Incident Logs	5

Total amount of points Scored	38
Total amount to be Scored	45
Score in %	84%

Monthly running cost calculated as $456,310.00
Given that the contractor did not fall below required 84%, no deduction on the monthly cost will be made.
No bonus as production monthly production volume was not achieved.

Scenario 2: Monthly minim are not met requirements, but performance is

Operational Performance						
KPI	**Description**	**Target**	**Actual Achieved**	**Frequency**	**Reporting Method**	**Score (0–5)**
Production Volume	Total BCM of Waste mined, loaded and hauled	10,000	6,500	Monthly	Production Reports	2
Equipment Utilization Rate	% of time equipment is operational vs available	≥ 87%	79%	Monthly	Maintenance Logs	3
Drill & Blast Efficiency	Ratio of blasted volume to planned volume	≥ 95%	71.25%	Monthly	Blasting Reports	3
Ore Contamination	Percentage of ore contaminated with waste material	≤ 10%	12.5%	Monthly	Ore Quality Reports	3
Downtime	Total hours of unplanned equipment downtime	≤ 10 hrs./month	12	Monthly	Maintenance Reports	3
Safety & Compliance						
Lost Time Injury Frequency Rate (LTIFR)	Number of LTIs per month	≤ 1.0	0	Monthly	Safety Reports	5
Attendance of weekly Safety Meeting	Management to attend the weekly safety meeting	98%	100%	Monthly	Safety Meeting Register	5

PPE Compliance Rate	% of workers observed wearing correct PPE	98%	100%	Monthly	Site Inspections	5
Incident Reporting Time	Average time to report safety incidents	≤ 2 hours	0	Monthly	Incident Logs	5
Total amount of points Scored						31
Total amount to be Scored						45
Score in %						84%

Monthly running cost calculated as $456,310.00
The contractor has scored 69% therefore a penalty to monthly running cost will be calculated.
65% to 69.99% = Monthly Operational Cost x 30%
$456,310 x 30% = $136,893 deducted from monthly invoice.
So, if the monthly invoice amount in total was $623,457.98 (L&H, Drilling, Dewatering, Pit Services and Monthly running cost), $136,893 would be deducted making the monthly amount to be paid = $486,564,98
No bonus as production monthly production volume was not achieved.

END OF SCHEDULE F

SCHEDULE G – CONTRACTOR'S DELIVERABLES

This Schedule lists everything the Contractor is required to submit under this Agreement, with the clause or schedule under which it is required. It is to be read with Clause 1.5 (Contractor Deliverables) and Clause 3.18 (Progress Reports) and does not limit any other obligation of the Contractor. Failure to submit a deliverable is a failure to comply with this Agreement for the purposes of Clause 11.1 (Notice to Correct).

G1 Documents to be submitted before the Commencement Date

No.	Document	Contract reference	Due	Submitted
1	On-demand performance bond (100% of the Contract Price for the first 12 Months, and in no event less than 85% of that amount)	Clause 3.2; Item 18 of the Appendix; Schedule H	Not less than 14 Days before the Commencement Date	
2	Parent company guarantee, where the Contractor is not the ultimate parent company	Item 18 of the Appendix; Schedule I	Not less than 14 Days before the Commencement Date	
3	Certificates of insurance and proof of premium payment for every policy required	Clauses 14.1 and 14.2; Items 25 to 29 of the Appendix	Before the Commencement Date	
4	Safety file approved by Kibali OHS, project HSE plan and risk register	Clauses 3.8, 4.6 and 3.15	Before mobilisation	
5	Emergency response plan and incident management procedure	Clause 4.6	Before mobilisation	
6	Quality assurance plan, including survey and dig-to-design control	Clauses 3.9, 5.1 and 7.3	Before the Commencement Date	
7	Appointment of the Contractor's Representative, in writing	Clause 3.3; Item 5 of the Appendix	Before the Commencement Date	
8	Key persons schedule and curricula vitae, and the Senior Representative	Clauses 4.11 and 17.2; Items 5 and 19 of the Appendix	Before the Commencement Date	
9	Confirmed personnel schedule, including safety officers at one per 50 employees, with competency, licensing and medical fitness records	Clauses 4.7, 4.8 and 4.6; Schedule D	Before mobilisation, and updated within 30 Days of the Effective Date	
10	Confirmed equipment list, with technical and physical data for every item with a new purchase price exceeding US$100,000, and the stated fuel consumption per item	Clause 3.14; Schedule E	Before mobilisation, and updated as the fleet changes	
11	Fuel management, metering, dispensing and reconciliation procedure	Clause 10.11	Before the first issue of fuel	
12	Programme for the Mining Works (Level II), aligned to the monthly bench sequence	Clauses 6.3 and 7.2	Within 14 Days of the Commencement Date	
13	Proposed Subcontractors, for the Employer's consent	Clause 3.4	Before any Subcontractor is engaged	
14	Evidence of registration and good standing with the Authorities, including RCCM, ARSP, INPP, CNSS and ONEM, and the DRC content plan	Clauses 1.7, 1.18, 4.1 and 4.3; Item 34 of the Appendix	Before the Commencement Date	

No.	Document	Contract reference	Due	Submitted
15	Anti-corruption, sanctions and human rights compliance confirmations	Clauses 1.11 and 1.19	Before the Commencement Date	
16	Banking details and invoicing information	Clause 10.5	Before the first Payment Certificate	
17	Environmental management plan and waste, hydrocarbon and dust control procedures	Clause 3.15	Before mobilisation	
18	Site security arrangements and interface plan with the Employer's security	Clause 3.19	Before mobilisation	

G2 Documents to be submitted during the Term

No.	Deliverable	Contract reference	Frequency	Due
19	Daily production, equipment availability and HSE report	Clauses 3.18 and 7.2	Daily	By 08:00 the following day
20	Monthly progress report, including programme and mine plan compliance	Clauses 3.18 and 6.3	Monthly	By the 5th of each month
21	Monthly survey reconciliation of measured quantities	Clauses 7.3 and 10.3	Monthly	With the payment application
22	Monthly fuel reconciliation against the Fuel Benchmark Quantity, with dispensing records, hour meter readings and tank dip readings	Clause 10.11	Monthly	Within 10 Days of month end
23	Application for a Payment Certificate, with all supporting data	Clause 10.3	Monthly	As stated in Clause 10.3
24	Monthly KPI report and scoring	Schedule F	Monthly	By the 5th of each month
25	Equipment register, maintenance, inspection and pre-use records	Clauses 3.14 and 4.9	Monthly	Monthly and on request
26	Personnel register, competency and training records, and local content report	Clauses 4.9 and 4.3	Monthly	By the 5th of each month
27	Safety performance statistics, including LTIFR and TRIFR, and safety meeting and inspection records	Clause 4.6	Monthly	By the 5th of each month
28	Incident, near-miss and environmental reports and investigations	Clauses 4.6 and 3.15	As they occur	Immediately, and in writing within 24 hours
29	Renewed certificates of insurance	Clause 14.2	Annually	On each renewal
30	Updated performance bond where the Contract Price or Term changes	Clause 3.2	As required	Within 14 Days of the change
31	Notices of claim, with particulars	Clause 16.1	As they arise	Within the periods stated in Clause 16.1
32	Accounting records and supporting documents for audit	Clause 3.22	On request	Within the period stated in the request

G3 Documents to be submitted on completion

No.	Deliverable	Contract reference	Due
33	As-built survey of the pit, waste dump, haul roads and ramps, confirming dig-to-design and dump-to-design compliance	Clauses 7.3 and 7.7	On completion of the Mining Works
34	Handover pack recording the condition of the workings, haul roads, ramps, waste dump and dewatering installations	Clauses 3.1(p) and 7.7	On completion of the Mining Works
35	Confirmation of clearance of the Site and removal of all equipment, personnel, materials and waste	Clauses 8.3 and 12.3	Within the period permitted for demobilisation
36	Reinstatement records for surfaces requiring reinstatement	Clause 7.8	On completion of the Mining Works
37	Final fuel reconciliation and settlement of any Non-Negotiable Back Charge	Clause 10.11	With the Final Statement
38	Draft final statement, and the Final Statement with written discharge	Clauses 10.7 and 10.8	Within 28 Days after expiry of the Term

END OF SCHEDULE G

SCHEDULE H – FORM OF ON-DEMAND PERFORMANCE BOND

The performance security required under Clause 3.2 and Item 18 of the Appendix shall be an on-demand performance bond, issued by a bank or surety acceptable to the Employer, in an amount equal to 100% of the Contract Price for the first 12 Months of the Term and in no event less than 85% of that amount, on the Employer's standard form.

The Employer's standard form of on-demand performance bond will be issued to the preferred tenderer for completion by its bank or surety. The bond shall: be unconditional and payable on first written demand without proof or condition; be governed by the law stated in Item 1 of the Appendix; remain in force until 60 Days after the expiry of the Term or the issue of the Final Payment Certificate, whichever is later; and be issued by an institution with a credit rating acceptable to the Employer.

[Employer's standard form of on-demand performance bond to be attached on award.]

END OF SCHEDULE H

SCHEDULE I – FORM OF PARENT COMPANY GUARANTEE

Where the Contractor is not the ultimate parent company of its group, a parent company guarantee is required under Item 18 of the Appendix. The guarantee shall be given by the ultimate parent company, shall guarantee the full and punctual performance of all of the Contractor's obligations under this Agreement, shall be irrevocable and continuing, and shall be governed by the law stated in Item 1 of the Appendix.

[Employer's standard form of parent company guarantee to be attached on award.]

END OF SCHEDULE I

SCHEDULE J – SPECIAL CONDITIONS

Special Conditions are stated as Not Applicable in Item 32 of the Appendix. Any Special Conditions agreed during contract finalisation shall be recorded in this Schedule and, where they conflict with the Conditions, shall take precedence in accordance with the order of priority set out in this Agreement.

[None as at the date of issue of this Tender Package.]

END OF SCHEDULE J