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SURFACE DIAMOND DRILLING SERVICES

Surface Diamond Drilling Scope of Work and Pricing Schedule

Tender Package PRJ-26-06-006-KGM Surface Drilling Contract

Field	Detail
Project	Kibali Gold Mine / Surface Diamond Drilling Programme
Document Type	Tender Scope of Work, BoQ and Pricing Schedule
Discipline	Surface Diamond Core Drilling Services only - PQ, HQ and NQ wireline coring
Pricing Basis	Tenderer to complete all rates; no historical rates are included
Equipment Basis	Functional capability basis; LF160 / UDR1200 / equivalent surface diamond rigs acceptable subject to Company approval
Contract Duration	3 - 4 Year drilling service contract based on variable scope of work.
Issue Date	03/06/2026
Closing Date	24/06/2026

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Tender Return Instructions

Tenderers shall price this package strictly in the format provided. No alternative pricing schedule shall replace the required BoQ, although tenderers may submit supplementary pricing notes and assumptions in the tender return schedules.

- All prices shall be stated in USD unless the tender instructions state otherwise.
- All prices must be submitted as Dry Rates
- All rows marked TBA shall be priced by the tenderer or marked Not Applicable with a clear reason.
- Tenderers shall not assume historical rates from previous contracts apply to this tender.
- Tenderers shall identify any exclusions, assumptions or qualifications in the dedicated return schedule.
- Tenderers shall submit a list of proposed equipment showing capability, age, condition, availability and mobilisation plan, without relying on brand names as a compliance substitute.
- Tenderers shall confirm whether metre rates are priced by the depth interval in which the metre is drilled or by final completed hole depth.
- Tenderers must submit evidence that the company has a minimum of five (5) years' experience in the drilling sector.
- Tenderers must confirm that they can achieve the minimum surface diamond drilling metres and/or production capacity stated in Schedule 2 and Schedule 3, including PQ, HQ and NQ coring where instructed.
- Tenderers must be a locally registered company in the Democratic Republic of Congo and must submit current company registration evidence.
- Tenderers planning to obtain new assets for this scope must clearly disclose the asset acquisition plan, whether the assets will be purchased using cash, debt finance, lease finance or another funding method, and must submit cashflow projection demonstrating that the financial burden can be carried without compromising performance.
- Tenderers must complete the Contract Template and Tenderer Requested Contract Changes table. If no changes are requested, tenderers must state 'No changes requested'.

Mandatory Tender Eligibility Requirements

The following requirements are mandatory pre-qualification requirements for this tender. A tenderer that does not meet these requirements may be deemed non-responsive before weighted technical, safety, commercial and local-content evaluation.

- Minimum drilling-sector experience: the tenderer must have at least five (5) years' demonstrable experience in drilling services. Submit a company profile, project list, client references, completion certificates and evidence of drilling work performed during the last five years.
- Minimum drilling capacity: the tenderer must demonstrate the ability to perform the minimum drilling metres and/or minimum production capacity stated in Schedule 2 and Schedule 3. Submit a production capacity statement, fleet allocation plan, personnel schedule, mobilisation plan, drilling schedule and signed confirmation of ability to meet the stated minimum metres.
- Local registration: the tenderer must be a locally registered company in the Democratic Republic of Congo. Submit current DRC company registration documents, a valid business licence/RCCM extract or equivalent, tax registration and any required local operating permits.

Evaluation Approach and TEAR Scoring Summary

Bidders will be evaluated using the TEAR weighted scoring framework. Individual criteria are scored from 0 to 5, where 0 means no proof at all and 5 means far exceeds expectations. For each criterion, the percentage achieved is calculated as: criterion score divided by 5, multiplied by the criterion weighting. Category totals are then multiplied by the category weighting. The total weighted score is the sum of the weighted Safety, Commercial and Technical scores.

- Safety weighting: 30% of total score. Underlying Safety criteria: safety file compliance 50%; ISO 45001 / OHSAS 18001 certification 20%; safety personnel qualifications 20%; three-year LTIFR/TRIFR safety performance 10%.
- Commercial weighting: 30% of total score. Underlying Commercial criteria: price 80%; transparent and detailed cost breakdown 10%; local content and ownership 10%.
- Technical weighting: 40% of total score. Underlying Technical criteria: demonstrated understanding of SOW 30%; QA/QC capability 10%; competency of onsite team and organisation structure 10%; company experience and track record 20%; equipment capacity 20%; mobilisation/construction schedule 10%.
- Total weighted score: Safety weighted score + Commercial weighted score + Technical weighted score.

Contract Schedule Structure

Schedule	Title	Purpose
Schedule 1	Scope of Work / Drilling Services	Defines the surface drilling services to be executed.
Schedule 2	Pricing Schedule / BoQ	Defines the pricing format and rates to be submitted by tenderers.
Schedule 3	Drilling Plan	Defines planned quantities, sequencing, timing, priorities and work areas.
Schedule 4	Key Performance	Defines KPI's
Schedule 5	Personal Requirements	Defines and states labor to be provided by contractors.
Schedule 6	Insurance Requirements	Defines minimum insurance requirements
Schedule 7	Intellectual Requirements	Defines insurance requirements
Schedule 8	Responsibility Matrix	Defines deliverables and responsibilities, reports, HSE submissions, equipment registers and quality records.

Contract Template and Tenderer Requested Contract Changes

The draft contract template issued with this tender sets out the Company's standard terms and conditions and the contractual framework under which the final scope of work will be performed. Tenderers must review the draft contract template together with this SOW, the BoQ/pricing schedule, the drilling plan, the deliverables, and all tender instructions. The SOW defines the technical, operational, safety, environmental, quality, reporting and pricing requirements for the surface drilling services; the contract template defines the legal, commercial and administrative terms that will govern the final agreement.

Tenderers shall identify any proposed departures, qualifications or requested changes to the draft contract template in the table below. If no changes are listed, the tenderer may be deemed to have accepted the draft contract template and this SOW without qualification. The Company is not obliged to accept any requested change and reserves the right to treat material departures as part of the tender evaluation.

Clause / Section	Reason for Requested Change	Suggested Change

All requested changes must be specific. General statements such as “subject to legal review” or “terms to be agreed” are not sufficient unless supported by a clause reference, reason and proposed wording.

Schedule 1 - Surface Drilling Scope of Work

1. Purpose

The purpose of this Scope of Work is to define the minimum technical, operational, safety, environmental, quality, reporting and commercial requirements for surface drilling services. The Contractor shall provide all labour, supervision, equipment, support equipment, consumables, tooling, maintenance systems and management required to safely execute the drilling programme in accordance with Company instructions and the contract.

2. Scope Summary

Status	Workstream	Description
Included	Surface diamond core drilling	PQ, HQ and NQ wireline diamond coring for exploration, resource definition, geotechnical holes, parent/daughter holes, directional or wedge drilling where instructed.
Included	Drilling support services	Survey support, core orientation, directional drilling support, rig moves, water management, reporting, maintenance, HSE and environmental controls.

3. General Performance Requirement

The Contractor shall perform the drilling services in a professional, safe, efficient and workmanlike manner using standard industry practice and suitable equipment for the planned drilling method, hole diameter, target depth, inclination, ground conditions, access constraints and production schedule.

- The Contractor shall comply with Company instructions, approved drilling plans, site procedures, permit requirements and HSE requirements.
- The Contractor shall maintain sufficient resources to achieve the agreed drilling plan and minimise unplanned downtime.
- The Contractor shall coordinate its work with Company geology, mining, survey, processing, HSE, security and other contractors working in the area.
- The Contractor shall immediately notify the Company of any event likely to affect safety, production, sample quality, core recovery, hole deviation, costs or schedule.

4. Equipment Philosophy

Indicative make / model of drilling equipment is prescribed in this SOW. However, The Contractor shall propose equipment that is fit for purpose and technically compliant. Equipment shall be assessed on capability, condition, safety systems, availability, maintenance support, productivity, site suitability and mobilisation schedule rather than brand name.

Equipment Category	Minimum Functional Requirement
Surface diamond drill rig	Surface diamond core drill rig capable of PQ, HQ and NQ wireline coring, suitable for planned target depths, hole angles from -55 degrees to -90 degrees, ground conditions and access constraints.
Water package	Pumps, tanks, hoses and waterlines suitable for diamond drilling and hole conditioning requirements.
Rod and casing handling	Safe rod handling, casing handling, lifting and recovery equipment suitable for the proposed rigs.
Support equipment	Equipment required for rig moves, pad setup, recovery, lifting and logistical support.
Survey and orientation tools	Downhole survey and orientation equipment required by the Company and suitable for the drilling method.
Safety systems	Emergency stops, guarding, fire protection, lighting, communications, first aid and other safety controls.
Environmental controls	Spill kits, bunding, waste controls, drill cuttings management and fluid containment.
Maintenance support	Tools, spares, mechanics and preventive maintenance systems sufficient to maintain equipment availability.
Indicative rig types	Boart Longyear LF160, UDR1200 or similar approved equivalent; substitute rigs must meet or exceed required capability and require Company approval prior to mobilisation.
Core size capability	PQ, HQ and NQ coring; hole size reductions HQ to NQ require Company approval unless needed immediately to protect the hole, recover equipment or prevent loss of the borehole.
Hole depth capability	Shallow holes 50-250 m, medium-depth holes 250-800 m, deep holes 800-1,500 m and extended depth holes greater than 1,500 m where rig capability allows.
Hole angle capability	Inclined holes at approximately -55 degrees, steep inclined holes between -70 and -85 degrees, and vertical holes at -90 degrees.

5. Drilling Methods

5.1 Surface Diamond Core Drilling

The Contractor shall perform surface diamond core drilling using PQ, HQ or NQ core size as instructed by the Company. The Contractor shall provide suitable drill rigs, rods, barrels, bits, reaming shells, core recovery systems, pumps, waterlines, additives and support equipment required to complete holes safely and to maximise core recovery.

- Core drilling shall include collaring, drilling, core recovery, core orientation where required, downhole survey support, hole conditioning, cementing or grouting where instructed, and hole completion.
- Core shall be recovered, handled and placed in core boxes in a manner that preserves orientation, depth sequence, recovery data and geological integrity.
- The Contractor shall use suitable muds, polymers, additives and hole-stabilisation methods where required by ground conditions and approved procedures.
- The Contractor shall notify the Company where ground conditions affect recovery, deviation, safety or ability to complete the hole to target depth.

6. Contractor Responsibilities

- Provide fit-for-purpose drill rigs, pumps, rods, barrels, bits, casing, stabilizers, hoses, waterlines, tooling and support equipment required for the work.
- Provide competent management, supervision, drill crews, mechanics, HSE personnel, survey support, logistics support and administration required for continuous operations.
- Provide standard drilling consumables unless expressly identified as Company-supplied or separately reimbursable in Schedule 2.
- Provide drilling additives, muds, polymers, hole-stabilisation materials and grouting support where required and priced in accordance with the contract.
- Maintain equipment in safe operating condition and perform preventive maintenance so that drilling availability is not materially impaired.
- Provide PPE, safety equipment, environmental controls, spill response equipment and emergency equipment at each drill site.
- Comply with Company site rules, safety standards, environmental requirements, traffic management requirements, security requirements and permit procedures.
- Maintain daily records of metres, hours, delays, sample or core recovery, survey data, fuel use, water use, additives, incidents and equipment status.
- Protect Company information, samples, core and data from loss, damage, contamination or unauthorised disclosure.

7. Company Responsibilities

Area	Company Responsibility
Drill planning	Provide drill programme, hole ID, coordinates, azimuth, dip, planned depth and priority.
Survey control	Provide collar peg, alignment peg and survey control data.
Drill pads	Provide cleared, safe and accessible drill pads unless otherwise stated in the contract.
Access	Provide access roads suitable for drill rigs and support equipment, subject to site conditions and safety requirements.
Geology supervision	Provide technical direction, logging requirements, sample protocols and hole acceptance decisions.
Core handling	Provide core-yard arrangements and core boxes where expressly Company-supplied.
Services	Provide fuel, electricity and water only where expressly Company-supplied under the contract or work order.
Security and emergency response	Provide site-wide security, emergency response plan and applicable emergency procedures.

8. Minimum Personnel Requirements

Role	Minimum Requirement	Primary Function
Project Manager / Senior Representative	As required	Overall contract management, coordination and escalation.
Drilling Supervisor	At least one competent supervisor per active drilling area or as agreed	Shift planning, quality, safety, productivity and Company interface.
Driller / Rig Operator	One per rig per shift	Safe rig operation and drilling execution.
Diamond Drill Assistants	Sufficient crew per rig per shift for safe diamond operations	Core recovery, rods, waterline, housekeeping and rig support.
Mechanic / Maintenance Technician	Sufficient coverage for operating fleet	Preventive maintenance, repairs and spares management.
HSE Officer / Representative	As required by contract and risk profile	HSE compliance, inspections, reporting and coaching.
Survey / Orientation Technician	As required	Survey tool operation, data quality and survey reporting.

9. Work Schedule and Availability

The Contractor shall plan its operations to support the drilling plan and Company production priorities. Working hours, shift arrangements and rest periods shall comply with applicable laws, Company requirements and the contract. All 24-hour drilling operation shall require adequate supervision, fatigue management, lighting, communications and emergency-response arrangements.

- The Contractor shall maintain a rolling drilling plan in coordination with the Company.
- The Contractor understands at times some shifts maybe reduced due to proximity to camp / village areas
- The Contractor shall identify constraints affecting productivity, including pad availability, access, weather, blasting, water supply, fuel supply, ground conditions, maintenance and crew availability.
- The Contractor shall maintain enough critical spares and consumables on site to avoid avoidable downtime.
- Productivity targets shall be agreed in Schedule 3 or the work order and reviewed against actual conditions.

10. Execution Requirements

1. Receive and confirm the drill instruction sheet before setting up on any hole.
2. Verify hole ID, collar peg, alignment peg, azimuth, dip, planned depth and any special instructions with Company supervision.
3. Complete required pre-start checks, job safety analysis, permits and toolbox meetings before work starts.
4. Set up the rig safely on the prepared pad and ensure safe access, barricading, lighting and emergency arrangements.
5. Drill using the approved method, tooling, sample protocol, core protocol and survey requirements.
6. Maintain hole stability, sample recovery, core recovery and survey quality.
7. Record all metres, hours, delays, survey results, recovery, consumables, water use, fuel use and incidents.
8. Notify the Company immediately of safety risks, abnormal ground, hole deviation, poor recovery, excessive water, lost circulation, lost tooling or inability to complete the hole.
9. Complete end-of-hole activities, including rod pulls, casing removal or casing left in hole if instructed, plugging, grouting or cementing where required.
10. Leave the drill pad safe, clean and free of uncontrolled hazards before moving to the next site.

11. Sample and Core Recovery

The Contractor shall use appropriate drilling practice to maximise diamond core recovery. Target recovery shall be minimum 95% core recovery unless otherwise approved, except where voids, broken ground, faulting, water inflow or other geological conditions make this impracticable and the condition is verified with the Company representative.

- Intervals with recovery below target shall be clearly recorded on daily reports, sample records or core recovery records.
- The Contractor shall record the cause of poor recovery where known or suspected.
- The Contractor shall use suitable drilling methods, additives or ground-control measures to improve recovery when instructed or approved by the Company.
- Sample or core recovery issues caused by Contractor error, poor equipment condition, poor setup, contamination or non-compliant practice may require corrective action at the Contractor's cost.

12. Survey and Hole Deviation Control

The Contractor shall provide downhole survey and orientation equipment required by the Company. Survey equipment shall be operated by competent personnel, calibrated or verified as required, maintained in good working condition and supported by clear data records.

- Survey frequency and method shall be as instructed by the Company or specified in the drilling plan.
- For holes under 300 m, the Contractor shall target completion within 2% of planned azimuth and 2% of planned dip unless deviation is caused by natural ground conditions.
- For holes greater than 300m , the contractor shall target completion within 10% of planned azimuth and 10% of planned dip unless deviation is caused by natural ground conditions.
- Deviations outside tolerance shall be jointly investigated by the Company and Contractor.
- Where deviation is caused by natural ground conditions, payment treatment shall follow the contract and Company acceptance decision.
- Where deviation is caused by incorrect setup, operator error, equipment fault or survey error, the Company may require corrective action, including re-drilling, at the Contractor's cost.
- Lost survey equipment caused by Contractor fault or negligence shall be for the Contractor's account; lost survey equipment caused by verified ground conditions shall be treated in accordance with Schedule 2 and Company approval.

13. HSE Requirements

The Contractor shall comply with all Company HSE requirements, applicable laws, site procedures, permit requirements and risk controls. The Contractor shall stop work where an unsafe condition exists and shall not resume until controls are in place.

HSE Area	Minimum Requirement
Pre-start controls	Daily equipment inspections, pre-start meetings, toolbox talks and job safety analysis.
Traffic management	Safe movement of rigs, support vehicles, light vehicles and pedestrians.
High-pressure systems	Controls for hoses, pressure relief, whip checks and exclusion zones.
Rotating equipment	Guarding, emergency stops, lockout and safe rod-handling procedures.
Lifting and rigging	Certified lifting equipment, competent operators and controlled lifts.
Emergency readiness	First aid, communication, emergency contacts, fire protection and evacuation arrangements.
Fatigue management	Shift planning, rest management and supervision for extended operations.
Incident reporting	Immediate notification, investigation, corrective actions and closeout tracking.

14. Environmental Requirements

- Prevent spills and uncontrolled releases of fuel, oil, grease, hydraulic fluid, drilling additives, drill water and cuttings.
- Maintain spill kits and appropriate containment at each drill rig and support area.
- Manage drilling fluids, cuttings, sample reject material and waste in accordance with Company requirements.
- Use bunding or secondary containment for fuels, lubricants and chemicals under Contractor control.
- Report environmental incidents, near misses and hazards immediately.
- Leave each drill site in a safe and tidy condition, all materials removed from the drill pad within 3 days of hole completion. With rehabilitation obligations completed where assigned to the Contractor.

15. Quality Assurance and Acceptance Criteria

Acceptance Area	Acceptance Requirement
Hole completion	Hole drilled to instructed depth or to Company-accepted final depth.
Collar and alignment	Collar location, azimuth and dip verified before drilling and recorded.
Recovery	Core recovery target met, or exceptions documented and accepted.
Survey	Required surveys completed, data submitted and deviations accepted.
Sample/core handling	Core recovered, labelled, sequenced and handed over according to Company procedure.
Reporting	Daily reports, survey records, recovery records and delay records submitted.
HSE closeout	Drill site left safe, clean and without uncontrolled hazards.

Acceptance Area	Acceptance Requirement
Commercial sign-off	Billable metres, hours and reimbursables supported by Company-approved records.

16. Reporting and Deliverables

Daily drilling progress reports shall be prepared by the Contractor and submitted to the Company on the next working day unless otherwise agreed. The Contractor shall maintain records sufficient to support safety compliance, quality verification, production tracking, invoicing and contract administration.

Deliverable	Frequency	Minimum Content
Daily drilling report	Daily	Rig, crew, hole ID, shift, metres, depth, hours, delays, recovery, survey activity, consumables, fuel, water and incidents.
HSE report	Daily/weekly	Inspections, incidents, near misses, hazards, corrective actions and toolbox topics.
Survey data	As completed	Tool used, survey depth, azimuth, dip, coordinates where applicable and QA check.
Recovery report	Per hole/shift	Core recovery by interval and explanation for low recovery.
Equipment availability report	Weekly/monthly	Planned hours, operating hours, downtime, maintenance and availability.
Monthly progress report	Monthly	Metres by method, productivity, HSE, quality, delays, commercial summary and next-month plan.
Invoice backup	Monthly or as agreed	Signed daily records, approved hours, approved variations, cost-plus evidence and measured quantities.

17. Adverse Ground Conditions, Lost-in-Hole Items and Slow Penetration

Where adverse or unforeseen ground conditions affect drilling progress, hole stability, recovery or completion, the Contractor shall immediately notify the Company and propose mitigation measures. Additional work, special consumables, casing left in hole, cementing, grouting, fishing or redrilling shall not be charged unless approved by the Company in accordance with Schedule 2 and the contract.

- Fishing due to verified ground conditions shall be classified in accordance with the activity matrix and must be supported by Company approval.
- Fishing due to Contractor error, poor practice, equipment defect or negligence shall be for the Contractor's account.
- Slow penetration caused by verified ground conditions may be charged as operating time only where the Company accepts the condition and the billing classification.
- The Contractor shall not continue into abnormal cost exposure without notifying the Company and obtaining direction where practicable.

18. Detailed Surface Diamond Drilling Requirements

The following detailed requirements incorporate the Contractor obligations and practical controls specific to the Surface Exploration Diamond Drilling Services scope. These requirements apply in addition to the general tender and contract requirements above.

18.1 Training and Competency

The Contractor shall maintain verified training and competency records for all personnel. Required competencies may include surface diamond drilling, rig-specific operation, rod handling, wireline operation, working at heights, isolation and lock-out, fire response, first aid, manual handling, lifting and rigging, defensive driving, Barrick site induction, emergency response procedures and environmental awareness. Barrick may request competency records at any time.

18.2 Safety Requirements and Mandatory Rig Safety Systems

Safety is a mandatory requirement of this scope. The Contractor shall comply with Barrick Global Drilling Standards, Barrick Critical Controls, Kibali site procedures, contractor management requirements, isolation and lock-out procedures, working at heights requirements, lifting and rigging standards, applicable DRC legislation and OEM requirements.

Each rig shall have, as a minimum:

emergency stop systems; automated rod handling ; guarding on rotating equipment with an effective interlock; rod guarding where applicable; certified fire suppression system; certified pressure relief valves; hydraulic hose burst protection sleeves; fail-to-safe hydraulic jack legs; over-centre valves on hydraulic support legs where required; FOPS over the driller console where required; crown-out protection on hoisting systems; winch limiters; secondary retention systems; certified lifting points; lockable isolation points; safe access systems; non-slip working platforms; and adequate lighting for night shift.

18.3 High-Risk Surface Drilling Activities

The Contractor shall identify and control high-risk activities including mast raising and lowering, working at heights, rod handling, wireline operations, main winch operations, lifting and suspended loads, hydraulic pressure systems, high-pressure water systems, manual handling, vehicle and equipment interaction, night shift operations, drill pad access and egress, and severe weather exposure. Task-based risk assessments shall be completed for all high-risk activities.

18.4 Lifting and Rigging

The Contractor shall ensure all lifting equipment is certified, inspected and fit for purpose. This includes main winch ropes, wireline ropes, shackles, lifting slings, haul plugs, rod lifting tools, core barrel lifting equipment, pad eyes, lifting points, rod racks and stillages. All lifting equipment shall have rated capacity, identification number, inspection status, certification and pre-use inspection records. Non-certified lifting equipment shall not be used.

18.5 Standard Operating Procedures

The Contractor shall maintain current and approved SOPs for surface diamond drilling activities, including rig mobilisation, rig set-up and levelling, mast raising and lowering, hole collaring, wireline coring, rod handling, core barrel handling, core handling and presentation, downhole surveying, wedge drilling, grouting and casing, bit changes, rod pulls, stuck tube recovery, fishing operations, wireline inspection, drill rod inspection, main winch operation, isolation and lock-out, fire response, emergency evacuation, maintenance tasks and post-drilling site close-out within 3 days.

SOPs must be available in English, French and Lingala and shall be reviewed with crews. Evidence of training shall be maintained.

18.6 Quality Assurance and Deliverables

The Contractor shall maintain quality systems covering drill hole setup, collar accuracy, survey control, core recovery, core presentation, core orientation, reporting accuracy, equipment inspection, maintenance records, calibration records and consumables tracking. Errors in depth recording, core handling, sample sequence or survey reporting shall be reported immediately.

The Contractor shall deliver safe surface diamond drilling operations; accurate collaring and drilling execution; PQ, HQ and NQ core recovery; complete daily drilling records; survey data; core recovery records; core orientation records where required; maintenance records; safety records; environmental records; consumables usage records; weekly and monthly KPI reports; final end-of-hole reports; and an end-of-program summary report.

18.7 Standards and References

The Contractor shall comply with the Barrick Global Drilling Standard, Barrick Critical Controls, Barrick Contractor Management Standard, Kibali site procedures, OEM operating manuals, applicable DRC mining legislation, surface drilling industry best practice, applicable lifting and rigging standards, applicable working-at-heights standards and environmental management requirements.

18.8 Specific Scope of Work

The Contractor shall undertake all activities required for safe and productive surface diamond drilling operations, including mobilisation of drill rigs, support equipment, tooling, consumables and personnel; drill pad inspection prior to rig set-up; safe rig positioning and levelling; rig mast raising, lowering and securing; collaring of surface diamond drill holes; PQ, HQ and NQ wireline coring; downhole surveying; core recovery and presentation; hole deviation management; rod handling and rod string management; water supply and return water control; sump management and drill fluid containment; drill site housekeeping; preventative maintenance and breakdown response; daily, weekly and monthly reporting; demobilisation and drill pad clean-up.

18.9 Drilling Parameters and Performance Targets

Unless otherwise agreed, operations shall be planned around 24-hour drilling operations, two 12-hour shifts per day, day shift and night shift crews and continuous drilling where ground conditions, water supply, safety and maintenance allow. In exceptional circumstances where drilling time is reduced, the remaining time can be discussed and agreed between Barrick and the Contractor.

The baseline productivity target shall be a minimum of 28 metres per 12-hour shift and a minimum of 56 metres per 24-hour period per rig. Actual productivity may vary depending on ground conditions, hole depth, hole angle, core size, access delays, survey requirements, directional drilling or wedge work and hole stability issues. All delays shall be accurately recorded and categorised in daily drilling reports.

18.10 Equipment and Rig Specifications

The Contractor shall provide surface diamond drill rigs suitable for deep PQ, HQ and NQ drilling. Approved rig types may include Boart Longyear LF160 or similar, UDR1200 or similar, or an equivalent approved rig subject to Barrick approval. Any proposed substitute rig shall be approved by Barrick prior to mobilisation.

The drilling programme shall primarily consist of PQ, HQ and NQ coring. Hole size may be reduced from PQ to HQ and from HQ to NQ where required due to depth, ground conditions, deviation control, stuck rods, hole stability or geological instruction. Any reduction in core size shall be approved by Barrick unless required immediately to protect the hole, recover equipment or prevent loss of the borehole.

The primary hole angle range shall be -55 degrees to -90 degrees. The Contractor must be capable of safely and accurately drilling inclined holes at approximately -55 degrees, steep inclined holes between -70 degrees and -85 degrees, and vertical holes at -90 degrees. The drill rig, mast angle system, anchoring arrangement, drill pad layout and rod handling system shall be suitable for the required hole angle.

Drill holes shall be drilled according to the hole plan provided by Barrick, with the target to be intercepted within 15 metres. Indicative hole depths may include shallow holes from 50 m to 250 m, medium-depth holes from 250 m to 800 m, deep holes from 800 m to 1,500 m and extended depth holes greater than 1,500 m where rig capability allows. Final hole depths shall be issued by Barrick geology or technical services.

18.11 Practical Surface Drilling Requirements

Before rig set-up, the Contractor shall inspect the drill pad and confirm it is suitable for safe drilling operations. The drill pad shall be large enough for the rig, rod racks, core handling area, water lines, light vehicle access and safe pedestrian movement; stable and compacted; free from excessive loose material; constructed with suitable drainage; positioned to allow safe mast raising and lowering; free from overhead hazards; free from uncontrolled ground instability; and suitable for the required hole angle between -55 degrees and -90 degrees. Where the pad is unsuitable, the Contractor shall not commence drilling until the concern has been reported and rectified.

The drill rig shall be positioned to align accurately with the designed collar location, azimuth and dip. The Contractor shall ensure the rig is positioned on stable ground, jack legs are correctly deployed, the rig is levelled before drilling, the mast is aligned to planned dip and azimuth, the rig is secured against movement, safe clearance exists around the mast and rod handling area, and exclusion zones are established during mast raising and lowering.

Before commencing a hole, the Contractor shall verify collar location, hole identification, planned dip, planned azimuth, initial drilling size, required casing depth, required survey intervals, core orientation requirements and any special instructions from geology. No hole shall commence without an approved drill plan or instruction from Barrick.

Collaring requirements include confirming mast angle prior to collaring, installing casing where required, maintaining controlled rotation and feed pressure, avoiding excessive bit pressure during collar establishment, managing water return and cuttings, ensuring collar alignment is maintained and confirming the hole is stable before advancing.

18.12 Surface Drilling Methodology

For PQ, HQ and NQ wireline coring, the Contractor shall ensure correct bit selection for ground conditions, correct reaming shell selection, correct core barrel configuration, correct inner tube handling, regular checking of overshot and wireline condition, appropriate

drilling additives where approved, controlled feed pressure and rotation speed, appropriate water pressure and flow, suitable run length for ground conditions and accurate core recovery measurement.

Rod pulls shall be planned and controlled. Avoidable rod pulls caused by poor bit selection, inadequate mud monitoring, poor hole management, poor equipment condition or poor operational practice shall be recorded and may be treated as a Contractor performance issue.

18.13 Drill Rod, Wireline and Main Winch Management

The Contractor shall maintain a drill rod inspection system including rod identification, rod size, rod age or service history where available, visual thread inspection, tool joint condition checks, straightness checks, rejection criteria, records of rods removed from service and NDT inspection where required by Barrick.

The Contractor shall maintain a wireline and main winch inspection and replacement system including wireline identification, diameter and type, certificate of compliance, date placed into service, inspection frequency, broken wire count, kinking, crushing, corrosion or bird-caging checks, end termination inspection and replacement criteria.

18.14 Hole Deviation, Survey Control and Directional Drilling

The Contractor shall complete downhole surveys as directed by Barrick. Survey tools may include gyro survey tools and TN14, north-seeking gyro, single-shot tools, multi-shot tools and other approved survey equipment.

The Contractor shall actively manage hole deviation through correct collar alignment, appropriate bit and reaming shell selection, controlled feed pressure, correct rotation speed, stabilised core barrel assemblies where required, regular downhole surveys, early correction where deviation is identified and directional drilling tools where required.

Directional drilling or wedge drilling may be required to intersect specific geological targets. The Contractor shall provide or support parent hole preparation, wedge placement, daughter hole drilling, survey verification, orientation control, directional drilling reporting and recovery of directional tools where possible.

18.15 Ground Conditions, Hole Stability, Water and Drill Fluid Management

The Contractor shall manage changing ground conditions during drilling. Potential conditions may include broken ground, fault zones, clay zones, highly fractured rock, water-bearing zones, loss of return, swelling ground, broken core zones, stuck tubes or stuck rods. Controls may include casing, mud programmes, reduced drilling parameters, shorter runs, controlled water pressure, grouting where approved, reaming, hole conditioning and pulling rods for inspection where necessary. Significant ground conditions shall be recorded in the daily drilling report.

The Contractor shall ensure adequate water supply for drilling operations and manage water carts, water storage tanks, water pumps, delivery lines, return water, sumps, sediment control, water loss zones and drill additives where approved. Water supply interruptions shall be reported immediately, including any impact on production. Drill additives shall not be used without approval from Barrick.

18.16 Core Handling and Geological Requirements

The Contractor shall ensure core is recovered, handled and presented to Barrick requirements. The Contractor shall place core sequentially in core trays, use correct core blocks, clearly mark depths, record core loss, preserve core orientation marks, avoid mixing core runs, prevent core damage, protect core trays from contamination and deliver core to the designated core yard or logging facility. Target recovery shall be minimum 95% core recovery unless otherwise approved. Any significant core loss shall be reported immediately.

18.17 Fire Prevention and Emergency Response

Requirements include certified fire suppression systems on drill rigs, portable fire extinguishers, fire watch requirements where hot work is undertaken, spill kits, emergency communication, emergency shutdown procedure, muster point identification, evacuation procedure, first aid equipment and trained emergency response personnel.

18.18 Productivity, Performance and KPI Requirements

The Contractor shall operate efficiently while maintaining safety and quality. Performance expectations include high rig availability above 85%, reduced non-productive time, effective shift changeovers, minimal avoidable rod pulls, effective bit and consumable management, proactive maintenance, prompt breakdown response and accurate downtime reporting.

18.19 Maintenance, Critical Spares and Consumables

The Contractor shall maintain all equipment in a safe, reliable and compliant condition. Maintenance requirements include daily pre-start inspections, shift handover inspections, scheduled preventative maintenance, breakdown maintenance, critical component inspections,

hydraulic hose inspections, wire rope inspections, rod handler inspections, mast and feed frame inspections, winch and wireline inspections, emergency stop testing and fire suppression inspections. All defects shall be recorded, prioritised and closed out.

Minimum stock shall include PQ, HQ and NQ bits; PQ, HQ and NQ reaming shells; core lifters and cases; inner tubes; overshot parts; wireline; drill rods; subs and adaptors; hydraulic hoses; hydraulic fittings; pump parts; seals and bearings; filters; oils and lubricants; fire suppression spares; electrical spares and lighting spares. The Contractor shall maintain a Critical Spares Register, Critical Components Register, minimum/maximum stock register, consumables usage tracker and procurement lead-time tracker. Stockouts of critical items causing downtime shall require formal reporting and corrective action.

18.20 Environmental Management

The Contractor shall manage environmental risks associated with surface drilling. Controls shall include bunded hydrocarbon storage, spill kits at drill sites, waste segregation, used oil management, drill sump control, sediment control, rehabilitation of drill pads, dust suppression, noise control, controlled use of drilling additives and prevention of uncontrolled discharge. All spills shall be reported immediately in accordance with site requirements.

18.21 Mobilisation and Demobilisation Requirements

Prior to mobilisation, the Contractor shall provide rig specifications, equipment compliance documentation, maintenance history, fire suppression certification, lifting equipment certificates, wire rope certificates, hydraulic hose inspection records, pressure relief valve certification, emergency stop test records, personnel training records, medical clearances, insurance documentation, risk assessments, SOPs and mobilisation schedule. Barrick reserves the right to inspect all equipment prior to acceptance.

On completion of works, the Contractor shall remove rigs and support equipment, remove waste materials, remove unused consumables unless otherwise agreed, clean drill pads, rehabilitate disturbed areas where required, close drill sumps where instructed, submit final drilling reports, submit final survey data, submit final maintenance and safety records and close out outstanding corrective actions.

18.22 Commercial Considerations and Reporting

The contract may be structured around metre rates, schedule of rates, standby rates, mobilisation and demobilisation rates, directional drilling rates, survey rates, cementing or grouting rates and consumable cost structures.

All drilling activities shall be logged into KRUX and submitted for Barrick approval. Daily drilling reports shall include rig number, hole ID, shift, driller name, offsider names, supervisor, start depth, end depth, metres drilled, core size, bit type, ground conditions, water return, downhole issues, downtime, standby time, maintenance activities, safety issues, consumables used, rod pulls and reason, stuck tube events, broken wireline events, fishing events and surveys completed.

Weekly reports shall include total metres drilled, metres by rig, metres by hole, rig utilisation, mechanical availability, downtime analysis, safety performance, consumables usage, critical spares status, maintenance summary and issues requiring Barrick support. Monthly reports shall include production summary, KPI trends, downtime trends, safety performance, maintenance performance, consumables performance, core recovery performance, corrective actions and improvement opportunities.

18.23 Practical Minimum Expectations

At a minimum, the Contractor shall ensure rigs are compliant before mobilisation; rigs are suitable for -55 degrees to -90 degrees surface drilling; PQ, HQ and NQ drilling capability is verified; rods, wireline, lifting equipment and winches are certified and inspected; pre-start defects are closed out; critical spares are available on site; drill pads are safe and suitable; core is handled correctly; downtime is reported accurately; safety systems are functional; and Barrick is notified early of issues affecting safety, quality or production.

18.24 Approved Rig Type Matrix

Rig Type	Application	Requirement
Boart Longyear LF160 or similar	Deep surface diamond drilling	Suitable for HQ and NQ coring; PQ capability subject to rig configuration, depth, ground conditions and Barrick approval
UDR1200 or similar	Heavy-duty surface diamond drilling	Suitable for deeper holes and challenging ground
Equivalent approved rig	Subject to Barrick approval	Must meet or exceed required capability

18.25 KPI Reporting Matrix

KPI	Requirement
Metres drilled per shift	Reported daily
Rig utilisation	Reported weekly and monthly
Mechanical availability	Reported weekly and monthly
Core recovery	Reported per hole
Downtime hours	Reported daily
Standby hours	Reported daily
Safety incidents	Reported immediately
Rod pulls	Reported with reason
Stuck tube events	Reported with cause
Broken wireline events	Reported with cause
Fishing events	Reported with cause
Bit consumption	Tracked by hole and ground type
Water delays	Tracked and reported

18.26 Practical Activity Breakdown

Activity	Contractor Requirement	Key Control
Drill pad inspection	Confirm pad is safe before rig setup	Pad inspection checklist
Rig mobilization	Move rig safely to drill pad	Traffic management / spotter
Rig setup	Level and stabilise rig	Jack leg inspection / ground stability
Mast raising	Raise mast safely	Exclusion zone / competent operator
Collar alignment	Set dip and azimuth	Survey verification
Hole collaring	Establish hole cleanly	Controlled feed and rotation
PQ/HQ/NQ coring	Recover quality core	Correct bit, water, feed, rotation
Wireline recovery	Retrieve inner tube safely	Wireline inspection / guarding
Rod handling	Add and remove rods safely	Rod handler / manual handling controls
Core handling	Present core accurately	Depth blocks / core tray control
Surveying	Maintain hole accuracy	Survey schedule
Rod pulls	Remove rods only when required	Record reason and duration
Maintenance	Maintain rig reliability	PM schedule and defect closeout
Demobilization	Remove equipment and clean pad	Final inspection

Schedule 2 - BoQ and Pricing Schedule

Tenderers shall complete all applicable rates in the tables below. Historical rates from previous contracts or amendments shall not be used in this tender document. Quantities are estimates only and do not constitute a guarantee of volume. Payment shall be based on actual measured and accepted quantities, approved hours and approved reimbursable items.

Pricing Notes

- Rates shall be tendered in USD unless otherwise stated.
- All prices must be submitted as Dry Rate – Company to supply Fuel.
- Metre rates shall include all Contractor labour, supervision, standard equipment, standard tooling, standard consumables, maintenance, HSE, environmental controls, reporting and normal support unless expressly stated otherwise.
- Tenderers shall state any cost-plus markup percentage for reimbursable items and provide landed-cost backup when invoicing.
- Hourly work, standby, rig moves, support equipment, casing left in hole, lost-in-hole items, special consumables and variations require Company approval before invoicing.
- Tenderers shall confirm whether drilling metres are charged by the interval in which the metre is drilled or by final completed hole depth.

Commercial and Asset Funding Requirements

- The completed pricing schedule will be used to score bidders commercially and to compare tendered rates on a consistent basis.
- Tenderers shall provide a transparent and detailed cost breakdown supporting their rates, including assumptions, exclusions, inclusions, cost-plus markups and reimbursable items.
- If the tenderer intends to obtain new assets to perform this SOW, the tenderer shall identify each asset, its purpose, planned availability date, estimated capital cost, procurement status and whether the asset will be purchased with cash, financed, leased or otherwise funded.
- For any new asset acquisition, the tenderer shall submit a cashflow report and supporting financial evidence demonstrating that the tenderer can carry the financial burden without compromising mobilisation, operations, maintenance, wages, consumables or service continuity in the form of a projected cashflow report.
- Where asset finance is proposed, the tenderer shall submit evidence of the financing arrangement, such as approved facility letters, term sheets, lease agreements or board-approved financing plans. These submissions must support the rates tendered.

Part A - Surface Diamond Core Drilling - NQ and HQ

Item	Description	Unit	Estimated Qty	Tender Rate USD	Tenderer Notes
B1	NQ core drilling - 0-100 m	m	TBA		
B2	NQ core drilling - 101-200 m	m	TBA		
B3	NQ core drilling - 201-300 m	m	TBA		
B4	NQ core drilling - 301-400 m	m	TBA		
B5	NQ core drilling - 401-500 m	m	TBA		
B6	NQ core drilling - 501-600 m	m	TBA		
B7	NQ core drilling - 601-700 m	m	TBA		
B8	NQ core drilling - 701-800 m	m	TBA		
B9	NQ core drilling - 801-900 m	m	TBA		
B10	NQ core drilling - 901-1000 m	m	TBA		
B11	NQ core drilling - 1001-1100 m	m	TBA		
B12	NQ core drilling - 1101-1200 m	m	TBA		
B13	NQ core drilling - 1201-1300 m	m	TBA		
B14	NQ core drilling - 1301-1400 m	m	TBA		
B15	NQ core drilling - 1401-1500 m	m	TBA		
B16	NQ core drilling - 1501-1600 m	m	TBA		
B17	NQ core drilling - 1601-1700 m	m	TBA		
B18	NQ core drilling - 1701-1800 m	m	TBA		
B19	NQ core drilling - 1801-1900 m	m	TBA		
B20	NQ core drilling - 1901-2000 m	m	TBA		
B21	HQ core drilling - 0-100 m	m	TBA		
B22	HQ core drilling - 101-200 m	m	TBA		
B23	HQ core drilling - 201-300 m	m	TBA		
B24	HQ core drilling - 301-400 m	m	TBA		
B25	HQ core drilling - 401-500 m	m	TBA		
B26	HQ core drilling - 501-600 m	m	TBA		
B27	HQ core drilling - 601-700 m	m	TBA		
B28	HQ core drilling - 701-800 m	m	TBA		
B29	HQ core drilling - 801-900 m	m	TBA		
B30	HQ core drilling - 901-1000 m	m	TBA		
B31	HQ core drilling - 1001-1100 m	m	TBA		
B32	HQ core drilling - 1101-1200 m	m	TBA		
B33	HQ core drilling - 1201-1300 m	m	TBA		
B34	HQ core drilling - 1301-1400 m	m	TBA		
B35	HQ core drilling - 1401-1500 m	m	TBA		
B36	HQ core drilling - 1501-1600 m	m	TBA		
* ADD rows as required					

Part B - Surface Diamond Core Drilling - PQ

Item	Description	Unit	Estimated Qty	Tender Rate USD	Amount USD	Tenderer Notes
B42	PQ core drilling - 0-100 m	m	TBA			
B43	PQ core drilling - 101-200 m	m	TBA			
B44	PQ core drilling - 201-300 m	m	TBA			
B45	PQ core drilling - 301-400 m	m	TBA			
B46	PQ core drilling - 401-500 m	m	TBA			
B47	PQ core drilling - 501-600 m	m	TBA			
B48	PQ core drilling - >600 m if instructed	m	TBA			
* ADD rows as required						

Part C - Hourly, Standby and Support Equipment Rates

Item	Description	Unit	Estimated Qty	Tender Rate USD	Amount USD	Tenderer Notes
C1	Diamond drilling operating hourly rate	hour	TBA			
C2	Diamond drilling non-operating hourly rate	hour	TBA			
C3	Skidder / rig support carrier where instructed	hour	TBA			
C4	Other support equipment - tenderer to specify	hour	TBA			
* ADD rows as required						

Part D - Survey, Orientation and Downhole Tools

Item	Description	Unit	Estimated Qty	Tender Rate USD	Amount USD	Tenderer Notes
D1	Downhole survey tool rental / availability	month	TBA			
D2	Gyro survey tool rental / availability	month	TBA			
D3	Core orientation tool rental / availability	month	TBA			
D4	Survey crew / technician if separately charged	day	TBA			
D5	Survey run if separately charged	run	TBA			
D6	Replacement cost for survey equipment lost due to Contractor fault	each	Not billable			
D7	Survey equipment lost due to verified ground conditions and approved by Company	cost + markup	TBA			
* ADD rows as required						

Part E - Mobilisation, Demobilisation and Rig Moves

Item	Description	Unit	Estimated Qty	Tender Rate USD	Amount USD	Tenderer Notes
E1	Mobilisation to site	lump sum	1			
E2	Demobilisation from site	lump sum	1			
E3	Rig move between prepared drill pads	hour	TBA			
E4	Rig setup on prepared pad	hour	TBA			

Item	Description	Unit	Estimated Qty	Tender Rate USD	Amount USD	Tenderer Notes
E5	Rig shutdown at Company request with required notice not suspension.	event	TBA			
E6	Rig shutdown / start-up at Company request without required notice not suspension.	event	TBA			
E7	Standing crew and equipment during Company-requested not suspension	hour/day	TBA			
* ADD rows as required						

Part F - Consumables, Reimbursables and Special Conditions

Item	Description	Unit	Estimated Qty	Tender Rate USD	Amount USD	Tenderer Notes
F1	Drilling muds, polymers and additives if not included in metre rates	cost + markup	TBA			
F2	Lost-circulation materials	cost + markup	TBA			
F3	Cement / grouting materials if Contractor-supplied	cost + markup	TBA			
F4	Casing left in hole at Company instruction	$\text{Replacement Cost} \times (\text{Expected Metre Life} - \text{Metres Used}) / (\text{Expected Metre Life}) \times \text{Responsibility Factor}$	TBA			
F5	Bit surcharge for abnormal ground conditions if approved	cost + markup	TBA			
F6	Long-shell surcharge if applicable	m	TBA			
F7	Equipment lost downhole due to verified ground conditions and Company approval	$\text{Replacement Cost} \times (\text{Expected Metre Life} - \text{Metres Used}) / (\text{Expected Metre Life}) \times \text{Responsibility Factor}$	TBA			
F8	Equipment lost downhole due to Contractor fault	each	Not billable			
* ADD rows as required						

Part G – Asset List, Asset Acquisition and Funding Disclosure

Tenderers shall disclose, in the Tenderer Equipment Proposal table and supporting schedules, whether each proposed asset is existing or new. For any new asset, the tenderer shall state whether it will be purchased with cash, financed, leased or funded by another method, and shall reference the submitted cashflow report and financing evidence. If no new assets are required, the tenderer shall state 'No new assets required' and confirm existing asset availability.

- Required information per asset: asset/equipment type, existing or new status, ownership/lease/finance status, planned availability date, funding method, and cashflow/finance evidence reference.
- Supporting documents must show that the tenderer can carry the financial burden of mobilisation, asset acquisition, operations, maintenance, wages, consumables and service continuity.

Tenderer Equipment Proposal

No.	Equipment Type	Proposed Unit / Description	Key Capability	Availability Date	Notes
1					
2					
3					
4					
5					
6					
7					
8					

Tenderer Equipment Fuel Consumption

No.	Equipment Type	Proposed Unit / Description	Burn Rate/H	Notes
1				
2				
3				
4				
5				
6				
7				
8				

Note to part G – Fuel will be provided by the company. The Contractor will be capped based on agreed fuel consumption rates. A overconsumption of fuel will lead to a back charge which the Company will have the right to deduct from the company’s monthly invoice. This is to ensure that company will not use fuel for any other use as intended by the service contract.

Activity Matrix for Billing Classification

Activity	Billing Classification	Notes
Drilling by metre	Applicable metre rate	Measured accepted metres only.
Rig setup on prepared pad	Operating hourly rate unless included in metre rate	Only where approved and recorded.
Rig move between Company-prepared pads	Operating hourly rate	Requires signed daily record.
Stabilising / conditioning hole	Operating hourly rate	Requires Company direction or acceptance.
Reaming	Operating hourly rate	Where required by ground conditions or Company instruction.
Running or setting casing	Operating hourly rate	Casing material charged only if approved.
Cementing / grouting	Operating hourly rate plus approved materials	Materials per Schedule 2 Part F.
Rod pulls at end of hole	Operating hourly rate unless included in metre rate	Tenderer to state inclusion basis.
Rod pulls for bit changes	Not billable unless approved otherwise	Normal Contractor operating obligation.
Survey / gyro time	Operating hourly rate or survey rate as priced	Use Schedule 2 Part D if separately priced.
Re-entering previous holes	Operating hourly rate	Only if instructed by Company.
Re-surveying previous holes	Operating hourly rate	Only if instructed by Company.
Fishing due to verified ground conditions	Operating hourly rate	Requires Company approval.
Fishing due to Contractor error	Not billable	For Contractor account.
Contractor equipment maintenance	Not billable	Unless caused by Company instruction or agreed variation.
Pre-shift inspection	Not billable	Included in rates.
Toolbox meeting	Not billable	Included in rates.
Refuelling	Not billable	Included in rates unless Company-caused delay applies.
Weather delay	Non-operating hourly rate if rig/crew held available	Subject to Company acceptance.
Blasting delay	Non-operating hourly rate if rig/crew held available	Subject to Company acceptance.
Waiting for Company instructions	Non-operating hourly rate	Requires signed record.
Waiting for Company access / pad availability	Non-operating hourly rate	Requires signed record.
Waiting for Company-supplied services	Non-operating hourly rate	Requires signed record.
Company-requested shutdown without Contractor default	Non-operating hourly rate or agreed event rate	As approved by Company.
Slow penetration due to verified ground conditions	Operating hourly rate	Subject to Company verification and acceptance.

Schedule 3 - Drilling Plan

The drilling plan shall be issued by the Company and may be updated during the contract. The Contractor shall use the drilling plan for resource planning, mobilisation planning, productivity tracking and monthly forecasting.

Planning Field	Value
Work area / pit / deposit	TBA
Drilling method	Surface diamond core drilling
Estimated metres	TBA
Estimated hole count	TBA
Core size / hole diameter	PQ, HQ and NQ wireline coring
Planned depth range	TBA
Planned inclination range	-55 degrees to -90 degrees
Priority / sequence	TBA
Planned start date	TBA
Planned completion date	TBA
Minimum required metres by method	Surface diamond drilling metres TBA / Tenderer to confirm
Minimum monthly drilling capacity	TBA / Tenderer to confirm
Tenderer confirmed capacity to meet minimum metres	TBA / Tenderer to confirm

Schedule 4 – KPI

Scoring principle

Each KPI is scored from 0 to 5. A score of 3 means average performance and improvement is required. Scores are not weighted. The monthly category and total scores are calculated using a simple arithmetic average of the applicable KPI scores.

Monthly scoring scale

Score	Meaning
5	Excellent: exceeds target or full compliance with proactive improvement.
4	Good: meets target / requirement.

3	Average: partly meets the requirement or meets minimum only; improvement required.
2	Below standard: material shortfall, repeat issue, or overdue action.
1	Poor: severe shortfall, repeated non-compliance, or significant disruption.
0	Unacceptable: no evidence, false reporting, major breach, fatality/major incident, or serious contractual non-compliance.

Penalty and retention method based on monthly production targets

Monthly production target per rig = approved scheduled 12-hour shifts x 28 m, or approved 24-hour rig-days x 56 m, adjusted only for Company-caused delays and verified ground-condition delays accepted by the Company.

Each KPI is scored monthly from 0 to 5. The monthly total KPI score is the simple average of all applicable KPI scores: sum of KPI scores divided by number of applicable KPIs. No weighted average is used.

If the monthly total KPI average is below 3.00, the Company may withhold 5% of that month's invoice value as a KPI retention.

The Contractor must submit and execute a corrective action plan for the failed KPI areas within the timeframe agreed with the Company.

At the following month's review, if the failed KPI issues are rectified and the total KPI average is 3.00 or higher, the withheld 5% is released with the next payment cycle.

If the failed KPI issues are not rectified in the following month, or the same issues continue to keep the total KPI average below 3.00, the Company is entitled to retain the previously withheld 5% permanently. A new 5% retention may also be applied to the current month if the current month's total KPI average is below 3.00.

Safety, environmental or legal breaches do not need to wait for the monthly KPI process. The Company may stop work, require immediate corrective action, reject unsafe equipment, or apply other contractual remedies where the SOW or site rules allow.

1. Safety KPIs

No.	KPI	Target / measurement basis	Reporting / evidence	Monthly scoring rule (0-5)
S1	Fatality / LTI / TRIFR / LTIFR	Zero fatalities and zero LTIs. TRIFR / LTIFR reported and trended monthly.	Immediate incident notification; monthly HSE report.	5 = zero recordable incidents and improving leading indicators; 4 = zero LTI and minor first aid/near misses managed; 3 = one recordable or stagnant trend with approved action plan; 2 = repeat recordable or overdue actions; 1 = LTI or serious breach; 0 = fatality, wilful breach or failure to report.
S2	High Potential Incidents and investigations	100% reported immediately. Investigations completed and actions closed within agreed timeframes.	Incident reports, investigation records, action tracker.	5 = all reported immediately and actions closed early; 4 = all reported and closed on time; 3 = minor slippage with approved recovery plan; 2 = late reporting or overdue high-risk actions; 1 = repeat late reporting / poor investigation; 0 =

				concealment or no investigation.
S3	Critical Control Verification	Minimum 95% of planned critical control verifications completed.	Weekly verification register; monthly summary.	5 = 100% complete with no critical failure; 4 = 95-99% complete; 3 = 90-94% complete or minor gaps corrected; 2 = 80-89%; 1 = <80% or repeat gaps; 0 = critical control absent / work continued unsafely.
S4	Pre-start inspections, toolbox talks and JSA	100% completed before each shift and before high-risk tasks.	Daily drilling and HSE records.	5 = 100% complete and high quality; 4 = 100% complete; 3 = 95-99% complete or minor quality gaps; 2 = 90-94%; 1 = <90% or repeat poor quality; 0 = work started without required controls.
S5	Rig safety system compliance	100% compliance for all required rig safety systems.	Monthly/audit checklist; certificates and inspection reports.	5 = fully compliant with proactive testing; 4 = fully compliant; 3 = minor non-critical defects closed on time; 2 = repeat non-critical defects or late closeout; 1 = critical system defect before operation; 0 = rig operated with known critical safety defect.
S6	Lifting and rigging compliance	100% of lifting gear certified, inspected and registered.	Lifting register, certificates and pre-use checks.	5 = 100% compliant with no findings; 4 = 100% compliant; 3 = minor documentation gaps corrected on time; 2 = overdue certificate / repeat gap; 1 = non-certified gear found in service; 0 = lifting incident or deliberate use of uncertified gear.
S7	Rod, wireline and winch management	100% current registers for operational rods, wireline and winches.	Weekly/monthly inspection registers and certificates.	5 = complete registers plus proactive replacements; 4 = 100% current; 3 = minor record gaps corrected; 2 = incomplete register causing risk; 1 = overdue critical inspection; 0 = incident or operation with unsafe rod/wireline/winch condition.
S8	Corrective action closeout	Critical actions closed before restart; high-risk actions within agreed timeframe.	Action tracker, maintenance/HSE reports.	5 = all actions closed early; 4 = all closed on time; 3 = minor overdue low-risk actions with recovery plan; 2 = high-risk action overdue; 1 = repeated overdue high-risk actions; 0 = critical action

				ignored or restart before closeout.
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2. Environment KPIs

No.	KPI	SOW requirement matched	Target / measurement basis	Reporting / evidence	Monthly scoring rule (0-5)
E1	Spills and uncontrolled releases	SOW 14 and 18.20 require prevention of spills and uncontrolled releases of fuel, oil, grease, hydraulic fluid, additives, drill water and cuttings.	Zero uncontrolled releases; all spills reported immediately.	Immediate spill report; monthly environmental summary.	5 = zero spills/releases and proactive controls; 4 = minor contained spill reported immediately; 3 = minor repeat spills with action plan; 2 = late reporting or inadequate containment; 1 = significant spill or repeat non-compliance; 0 = uncontrolled release not reported or major environmental event.
E2	Spill kits and containment	SOW 14 requires spill kits and appropriate containment at each rig and support area; SOW 18.20 requires banded hydrocarbon storage.	100% rigs/support areas equipped with spill kits, bunding and secondary containment.	Daily/weekly inspections and environmental checklist.	5 = 100% compliant with no findings; 4 = 100% compliant; 3 = minor consumable gap corrected within shift; 2 = repeated gaps; 1 = rig operating without required containment; 0 = spill worsened by absent controls.
E3	Drilling fluids, cuttings, sumps and water control	SOW 14, 18.15 and 18.20 require drill fluids, cuttings, return water, sumps and sediment to be controlled per Company requirements.	No uncontrolled discharge; sumps and fluid systems managed to approved standard.	Daily drilling report, environmental inspection, monthly report.	5 = fully controlled and improved reuse/reduction; 4 = compliant; 3 = minor housekeeping/control gaps corrected; 2 = repeated discharge/control gaps; 1 = significant uncontrolled discharge; 0 = major release or regulatory breach.
E4	Drilling additives approval and control	SOW 18.15 states drill additives shall not be used without Barrick approval.	100% additives approved, tracked and used according to procedure.	Consumables log, additive approval records, daily reports.	5 = complete approval and usage tracking; 4 = 100% approved and tracked; 3 = minor record gap corrected; 2 = incomplete tracking; 1 = unapproved additive used; 0 = unapproved use causing incident or contamination.
E5	Drill pad closeout and housekeeping	SOW 14 requires drill site left safe and tidy and all materials removed within 3 days of hole completion; SOW 18.5 and 18.21 require post-drilling closeout and	Pad safe, clean and materials removed within 3 days of hole completion.	Per-hole closeout checklist and Company sign-off.	5 = closed within 2 days and no findings; 4 = closed within 3 days; 3 = minor findings corrected within agreed time; 2 = >3 days or repeated findings; 1 = unsafe/unclean pad left; 0 = serious hazard, waste left, or refusal to close out.

		demobilisation clean-up.			
E6	Waste, used oil and rehabilitation obligations	SOW 18.20 requires waste segregation, used oil management, rehabilitation of drill pads, dust/noise controls and prevention of uncontrolled discharge.	100% waste and used oil controlled; rehabilitation completed where assigned.	Waste records, rehabilitation checklist, monthly environmental report.	5 = 100% compliant with positive audit; 4 = compliant; 3 = minor documentation/housekeeping gaps; 2 = repeated non-compliance; 1 = significant waste or rehabilitation failure; 0 = major breach or regulatory issue.

3. Performance KPIs

No.	KPI	SOW requirement matched	Target / measurement basis	Reporting / evidence	Monthly scoring rule (0-5)
P1	Metres drilled per 12-hour shift	SOW 18.9 sets a baseline minimum of 28 m per 12-hour shift, subject to conditions and approved delays.	Minimum 28 m/shift per rig after approved exclusions.	Daily drilling reports and KRUX entries.	5 = >=110% of shift target; 4 = 100-109.9%; 3 = 90-99.9% (average, needs improvement); 2 = 80-89.9%; 1 = 70-79.9%; 0 = <70% or unreliable/no records.
P2	Metres drilled per 24 hours per rig	SOW 18.9 sets minimum 56 m per 24-hour period per rig.	Minimum 56 m/day per rig after approved exclusions.	Daily/weekly production report.	5 = >=110% of target; 4 = 100-109.9%; 3 = 90-99.9%; 2 = 80-89.9%; 1 = 70-79.9%; 0 = <70% or unreliable/no records.
P3	Monthly metres versus approved plan	SOW 9 requires productivity targets to be agreed in Schedule 3/work order; SOW 18.22 requires monthly production summary and KPI trends.	90-100% minimum of agreed monthly plan unless Company-caused or verified ground condition delays apply.	Monthly progress report, signed daily records.	5 = >=105% of approved monthly target; 4 = 100-104.9%; 3 = 90-99.9%; 2 = 80-89.9%; 1 = 70-79.9%; 0 = <70% or no credible supporting records.
P4	Rig utilisation	SOW 18.18 expects high rig utilisation and reduced non-productive time; KPI document target 80-85%.	Target >=85% of available scheduled hours unless adjusted for approved delays.	Weekly/monthly utilisation report.	5 = >=90%; 4 = 85-89.9%; 3 = 80-84.9%; 2 = 70-79.9%; 1 = 60-69.9%; 0 = <60% or unreliable records.
P5	Mechanical availability	SOW 18.18 requires high rig availability above 85%; SOW 18.19 requires maintenance systems and critical spares.	Minimum >=85%; preferred >=90%.	Weekly/monthly availability report, maintenance records.	5 = >=95%; 4 = 90-94.9%; 3 = 85-89.9%; 2 = 75-84.9%; 1 = 65-74.9%; 0 = <65% or no records.
P6	Contractor-caused downtime	SOW 9 and 18.18 require minimisation of avoidable downtime and accurate categorisation of delays.	Contractor-caused downtime <10% of scheduled hours.	Daily/weekly downtime analysis by cause.	5 = <3%; 4 = 3-5.9%; 3 = 6-9.9%; 2 = 10-14.9%; 1 = 15-20%; 0 = >20% or downtime not categorised.
P7	Unplanned mechanical downtime and	SOW 18.18 requires prompt breakdown	Tracked by rig, component and root	Daily/weekly downtime and	5 = strong reduction trend and fast response; 4 = controlled trend; 3 = stable but needs

	breakdown response	response and proactive maintenance.	cause; reduction trend expected.	maintenance report.	improvement; 2 = increasing trend; 1 = repeat failures not corrected; 0 = major avoidable breakdown disrupting plan.
P8	Standby hours recording and classification	SOW 16 and 18.22 require hours, delays and standby time to be accurately recorded and categorised.	100% standby hours recorded by cause: access, blasting, weather, Company instruction, water, security etc.	Daily drilling records and signed standby approvals.	5 = 100% accurate and reconciled; 4 = complete and approved; 3 = minor corrections needed; 2 = recurring errors; 1 = material unsupported standby claims; 0 = false records or no substantiation.
P9	Core recovery	SOW 11 and 18.16 require minimum 95% core recovery unless verified ground conditions apply.	Minimum 95% per run/hole unless accepted exception.	Per-run/per-hole recovery records.	5 = >=98% and no preventable loss; 4 = 95-97.9%; 3 = 90-94.9% or accepted exceptions; 2 = 85-89.9% without sufficient mitigation; 1 = <85% due to Contractor practice; 0 = serious sample loss/contamination.
P10	Core presentation and handling accuracy	SOW 15 and 18.16 require correct labelling, sequencing, depth blocks, orientation and protection from contamination.	Zero significant depth, block, tray sequence or orientation errors.	Daily/weekly geology QC checks.	5 = zero errors and proactive QC; 4 = zero significant errors; 3 = minor errors corrected; 2 = repeated minor errors; 1 = significant error affecting geology; 0 = major loss/mix-up/contamination.
P11	Survey compliance and hole deviation	SOW 12 and 18.14 require surveys as instructed and deviation control. Hole tolerance: <300 m target within 2% azimuth/dip; >300 m target within 10% unless natural ground conditions.	100% surveys completed; deviations within tolerance or investigated and accepted.	Survey records, QA checks and deviation investigations.	5 = 100% surveys, within tolerance; 4 = 100% surveys with accepted minor deviations; 3 = deviations investigated and recovery plan; 2 = missed/late surveys; 1 = repeat deviation caused by setup/equipment/operator error; 0 = re-drill required due to Contractor fault or missing data.
P12	Operational discipline: rod pulls, stuck tubes, wireline and fishing	SOW 18.12, 18.13 and 17 require rod pulls, stuck tube, broken wireline and fishing events to be recorded, classified and investigated. Contractor-caused fishing is non-billable.	All events recorded with cause; avoidable events show reducing trend; Contractor-caused fishing non-billable.	Daily reports, event investigations, billing classification records.	5 = no avoidable events and excellent records; 4 = low/controlled avoidable events; 3 = events stable but needs improvement; 2 = repeat avoidable events; 1 = high avoidable events causing production loss; 0 = unreported event or false classification.
P13	Consumables and critical stockouts	SOW 18.19 lists minimum critical stock including	Zero critical stockouts causing downtime; bit consumption tracked	Consumables tracker, min/max register,	5 = zero stockouts and optimised consumption; 4 = zero downtime stockouts; 3 = minor stock risk corrected; 2 =

		bits, rods, wireline, hoses, pump parts and spares.	by hole/depth/core size/ground type.	procurement tracker.	one stockout causing downtime; 1 = repeat stockouts; 0 = major downtime due to failure to maintain critical spares.
P14	Preventive maintenance compliance and defect closeout	SOW 18.19 requires daily inspections, scheduled PM and defect prioritisation/closeout.	Minimum 95% PM completed on schedule. Critical defects closed before operation.	PM schedule, maintenance records, defect register.	5 = >=98% PM and defects closed early; 4 = 95-97.9%; 3 = 90-94.9%; 2 = 80-89.9%; 1 = <80% or repeat overdue critical defects; 0 = operation with known critical defect.
P15	Reporting and KRUX entry compliance	SOW 16 and 18.22 require daily reports next working day and all drilling activities logged in KRUX for approval.	100% daily reports submitted next working day; 100% KRUX entries submitted for approval.	Daily reports, KRUX records, monthly report.	5 = complete, accurate and early; 4 = 100% on time; 3 = minor corrections/late items; 2 = recurring late/incomplete reports; 1 = material gaps affecting approval/invoicing; 0 = records missing or unreliable.
P16	Invoice accuracy and non-billable Contractor fault events	SOW 16 and Schedule 2 billing matrix require invoice backup by signed records and Contractor fault events to be non-billable.	100% invoices supported by approved records; Contractor fault events tracked monthly.	Monthly invoice backup, signed daily records and variations.	5 = invoice accurate first time; 4 = supported with minor corrections; 3 = corrections required but no material overclaim; 2 = repeated errors; 1 = material unsupported claims; 0 = false claim or billing of Contractor fault event.

Schedule 5 - Key Personnel Return Schedule

Position	Name	Years Experience	Relevant Qualifications	Availability / Rotation
Project Manager / Contract Manager				
Site Drilling Manager				
Senior Drilling Supervisor				
HSE Manager / Officer				
Maintenance Manager / Lead Mechanic				
Survey / Orientation Lead				
*Add rows if required				

Schedule 6 – Insurance Requirements

See contract for details

Schedule 7 – Intellectual Requirements

See contract for details

Schedule 8 – Responsibility Matrix and Contractor Deliverables

Area	Contractor	Company / Barrick
Drill plan and hole design	Support / execute	Accountable
Rig mobilisation and equipment readiness	Accountable	Approve / inspect
Drill pad preparation	Support / verify	Accountable unless otherwise stated
Rig setup and drilling execution	Accountable	Monitor / direct
Core recovery and core presentation	Accountable	Verify / accept
Survey and deviation control	Accountable for execution	Define requirements / accept results
HSE compliance	Accountable	Audit / enforce
Rig safety systems compliance	Accountable	Verify / approve
Training and competency	Accountable	Review / accept
Maintenance and critical spares	Accountable	Monitor performance
Rod, wireline and lifting registers	Accountable	Audit / request corrective action
Daily and KRUX reporting	Accountable	Review / approve
Standby and delay classification	Record and justify	Approve / reject
Fishing and lost-in-hole classification	Report and justify	Audit billing requirements and approve or reject.
Invoicing and backup records	Submit	Verify / approve
Environmental controls and pad closeout	Accountable	Inspect / accept
KPI performance management	Accountable for improvement	Review / enforce

Stage	Deliverable	Timing	Submission Check
Tender stage	Completed pricing schedule	With tender submission	
Tender stage	Equipment register and capability data sheets and Equipment Burn Rates.	With tender submission	
Tender stage	Personnel schedule and CVs for key personnel	With tender submission	
Tender stage	HSE management plan and recent performance statistics	With tender submission	
Tender stage	Quality plan for sample and core recovery	With tender submission	
Tender stage	Mobilisation plan and schedule	With tender submission	
Tender stage	Risk assessments, safe work procedures and emergency contacts	With tender submission	
Tender stage	Equipment inspection and certification records	With tender submission	
Tender stage	Daily drilling reports	With tender submission	
Tender stage	Survey records	With tender submission	
Tender stage	HSE reports and incident reports	With tender submission	
Tender stage	Weekly progress and look-ahead plan	With tender submission	
Tender stage	Monthly progress and commercial report	With tender submission	
Tender stage	Final drilling summary, outstanding issues and demobilisation report	With tender submission	
Tender stage	Evidence of minimum five (5) years' drilling-sector experience, including company profile, project history, references and completion records	With tender submission	
Tender stage	DRC company registration evidence, valid business licence/RCCM extract or equivalent, tax registration and required local operating permits	With tender submission	
Tender stage	Signed confirmation of ability to achieve the minimum drilling metres and/or production capacity stated in Schedule 2 and Schedule 3	With tender submission	
Tender stage	Contractor safety file / compliance pack aligned to KGM Contractor Safety Standard Section B, including permits, risk assessments, training evidence and emergency plans	With tender submission	
Tender stage	Three-year safety KPI pack including LTIFR, TRIFR, near misses, corrective actions and lagging indicator plan versus actual performance	With tender submission	

Stage	Deliverable	Timing	Submission Check
Tender stage	Site-specific drilling HSE plan and signed HSE policy	With tender submission	
Tender stage	HSE manual and safe work procedures for drilling, rod handling, high-pressure systems, lifting, traffic management, fuel/chemical handling, sample/core handling and emergency response	With tender submission	
Tender stage	Safety officer CVs, qualifications and certifications, workforce strength, and evidence of safety-professional coverage relative to workforce size	With tender submission	
Tender stage	Training matrix, training needs analysis, induction/refresher records, attendance records and competency certificates	With tender submission	
Tender stage	Safety audit system, audit schedule, sample audit reports and audit procedure/manual aligned to ISO certification requirements	With tender submission	
Tender stage	Health surveillance programme, medical fitness certificates and fitness-to-work assessment process	With tender submission	
Tender stage	Incident and accident management procedure, incident reporting forms and example root-cause-analysis / closeout records	With tender submission	
Tender stage	Risk register, job hazard analyses and risk management procedure for drilling activities	With tender submission	
Tender stage	Work rosters, shift rotation plan and fatigue management arrangements	With tender submission	
Tender stage	Fitness-for-work policy, alcohol and drug policy/testing process and return-to-work process	With tender submission	
Tender stage	Valid ISO 45001 or OHSAS 18001 certificate, if certified	With tender submission	
Tender stage	Technical proposal / method statement demonstrating understanding of the drilling scope, drilling methodology, work sequencing, interfaces and constraints	With tender submission	
Tender stage	QA/QC plan covering RC sample recovery, diamond core recovery, contamination prevention, survey QA, calibration, non-conformance management, chain of custody and reporting	With tender submission	
Tender stage	Project organisation chart, staffing plan, role descriptions, CVs, qualifications, certifications, rotations and competency matrix for key personnel and operating crews	With tender submission	
Tender stage	Company experience and track record pack including at least five years' drilling experience, comparable drilling projects, client references, performance records and completion certificates	With tender submission	
Tender stage	Equipment capacity submission including equipment register, capability data sheets, ownership/lease status, condition, inspection certificates, maintenance strategy, critical spares and availability dates	With tender submission	
Tender stage	Mobilisation and drilling schedule demonstrating ability to meet the minimum drilling metres, including ramp-up plan, resource histogram, productivity assumptions and risk mitigation plan	With tender submission	
Tender stage	DRC content plan showing local employment, procurement, subcontracting, training and capacity-building commitments	With tender submission	
Tender stage	Shareholding and beneficial ownership documentation showing DRC citizen ownership percentage, including shareholder register and supporting IDs where applicable	With tender submission	
Tender stage	Executive and senior management list with nationality evidence and organisation chart demonstrating DRC citizen participation	With tender submission	
Tender stage	Non-managerial workforce plan or current staff list showing DRC citizen employment levels for the project	With tender submission	
Tender stage	Local procurement and subcontracting plan identifying DRC suppliers, subcontractors and service providers to be used for the works	With tender submission	
Tender stage	Completed pricing schedule and detailed cost breakdown supporting all rates, cost-plus markups and reimbursable items	With tender submission	
Tender stage	Asset acquisition disclosure for any new equipment or support assets required to perform the SOW, including asset description, reason required, procurement status and availability date	With tender submission	
Tender stage	Funding disclosure for new assets stating whether each asset will be purchased with cash, debt finance, lease finance or another funding method	With tender submission	
Tender stage	Cashflow report and supporting financial evidence demonstrating the tenderer can carry the asset acquisition and operating financial burden without compromising delivery	With tender submission	
Tender stage	Evidence of financing arrangements where applicable, including facility letters, term sheets, lease agreements, board approvals or equivalent supporting documents	With tender submission	
Tender stage	LF160 / UDR1200 / equivalent rig capability statement for PQ, HQ and NQ coring	With tender submission	
Tender stage	Rig compliance evidence for -55 degrees to -90 degrees hole angles	With tender submission	
Tender stage	Critical Spares Register and Critical Components Register	With tender submission	
Tender stage	Minimum / maximum stock register and procurement lead-time tracker	With tender submission	

Stage	Deliverable	Timing	Submission Check
Tender stage	Drill rod inspection register and rejection criteria	With tender submission	
Tender stage	Wireline and main winch inspection / replacement system	With tender submission	
Tender stage	Lifting Equipment Register and lifting certificates	With tender submission	
Tender stage	Surface diamond drilling SOP register in English, French and Lingala	With tender submission	
Contract execution	KRUX daily drilling records and approval backup	Daily	
Contract execution	Weekly KPI report including rig utilisation, mechanical availability, downtime and critical spares status	Weekly	

Tenderer Assumptions, Qualifications and Deviations

Tenderers shall list all assumptions, qualifications and deviations from this SOW. Failure to list a deviation may be treated as full acceptance of the SOW and pricing basis.

No.	SOW / Schedule Reference	Assumption, Qualification or Deviation	Commercial Impact
1			
2			
3			
4			
5			
6			
7			
8			
*Add rows if required			

Sign-Off

Field	Tenderer Completion
Tenderer company name	
Authorised representative	
Position	
Signature	
Date	

Communication

All communications must be done to **AME Kibali - Service Contract" <Kibali.ServiceContract@barrick.com** all emails relating to the tender should have the render reference number stated at the top of the document **"PRJ-26-06-006-KGM Surface Drilling Contract"**



**Tender Reference: PRJ-26-06-006-KGM
Surface Drilling Contract**

entered between

Kibali Goldmines SA

and

[INSERT NAME OF CONTRACTOR]

SURFACE DRILLING SERVICES CONTRACT

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Form of Agreement

THIS AGREEMENT is dated

(the **Execution Date**).

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, together with its legal successors in title (the "**Company**"); and
- (2) **XXXXXXXXXXXXXX**, a company incorporated in **(Country)** and having its registered address at **(insert Address)**, with registration number **[COMPANY REGISTRATION NUMBER]**, together with its legal successors in title (the "**Contractor**"),

each a **Party** and together the **Parties**.

WHEREAS

- A. The Company requires the Drilling Services as set out in Schedule 1.
- B. The Contractor carries on the business of performing services such as the Drilling Services.
- C. This Contract sets out the terms and conditions upon which the Company and the Contractor will perform their respective obligations in the relation to the Drilling Services and the performance of the Drilling Services (and the rectification of any Defects therein).

THE PARTIES HAVE AGREED AS FOLLOWS

1. DEFINITIONS

In the Contract, unless the context otherwise requires, capitalised terms have the meaning given in the Conditions.

2. PRIORITY OF DOCUMENTS

- 2.1 The following documents are deemed to form and shall be read and construed as part of the Contract:

- (a) this Form of Agreement;
- (b) Contract Specifics;
- (c) Specific Conditions;
- (d) Standard Terms and Conditions;
- (e) the Schedules to the Conditions:
 - Schedule 1 (Drilling Services)
 - Schedule 2 (Contract Pricing)
 - Schedule 4 (Key Performance Indicators)
 - Schedule 6 (Insurance Requirements)
 - Schedule 7 (IP Requirements)

Schedule 6 (Responsibility Matrix)

Signing Page

Executed as an Agreement

Company

Signed for and on behalf of:

Kibali Gold Mine (Registration No.
CD/KIN/RCCM/14-B-3832)

in the presence of

sign here ►

sign here ►

Witness

Witness

Title

Print name

Print name

Contractor

Signed by

Contractor name
(Registration No. XXXX):

in the presence of

sign here ►

sign here ►

Witness

Witness

Title

Print name

Print name

Contract Specifics

Description	Clause no.	Details
Company	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, together with its legal successors in title (the " Company ")
Company's Representative	1	[Insert name, title] Address: [] Telephone: [] Email: []
Completion Date(s)	1	[Insert]
Contract Price	1	As set out in Schedule 2
Contractor's Representative	1	[Insert name, title] Address: [] Telephone: [] Email: []
Country		Democratic Republic of Congo
Currency	1	USD
Defects Correction Period	1	[insert] months from the date on which Drillings Services are last performed.

Description	Clause no.	Details
End Date	1	The earlier of: (a) the date on which Completion occurs; and (b) the date this Contract is terminated under clause 14
Governing Law	1	The laws of England & Wales
Import Taxes and Duties		Payable by the Contractor and included in the Contract Price, except where expressly identified as a Company-supplied item or approved reimbursable item in Schedule 2.
Insurance Requirements	1	As set out in Schedule 4
Invoicing Date	11.3	5 (five) Days before the end of each month (or other period specified in the Contract Specifics)
IP Requirements		Not Applicable
Drilling Services/Scope of Work	1	Schedule 1 The Contractor shall perform the surface drilling services described in Schedule 1, comprising Surface RC, Grade Control, Advanced Grade Control and Surface Diamond Core Drilling, together with all services necessary or incidental to those services.
Site	1	Kibali Gold Mine, Democratic Republic of Congo
Start Date	1	[insert]
Plant and Equipment	10	Contractor to provide fit-for-purpose equipment meeting Schedule 1 and Schedule 3 capability requirements; no make or model is prescribed unless expressly stated by the Company.
Contractor's Liability	17.3(a)	Two times the value of the Contract Price
Address for Notices	23	As set out in Contract Specifics

Description	Clause no.	Details
Date of this Contract		[The date on which the last Party signs this Contract]

Specific Conditions

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

1. COUNTRY SPECIFIC CONDITIONS

The DRC drilling environment requires strict compliance with DRC mining laws, local content requirements, company registration requirements, tax and customs requirements, labour laws, security requirements, community/ESG obligations, and all Site Standards and Procedures. Mobilisation, importation, logistics and asset-financing assumptions must be disclosed by the Contractor and approved by the Company where they affect schedule, pricing or performance.

2. SPECIFIC CONDITIONS

NOT APPLICABLE

3. PRIORITY

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

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

Standard Terms and Conditions

1 Definitions

In addition to the definitions found elsewhere in this Agreement (including in the Contract Specifics and the Schedules), the following definitions shall apply, unless the context requires otherwise:

Anti-Corruption Laws	means all applicable laws, regulations, and policies relating to the prevention of bribery, corruption, and money laundering to which the Parties and their Related Entities are subject, including but not limited to the <i>Foreign Public Officials Act (Canada)</i> , the <i>U.S. Foreign Corrupt Practices Act (FCPA)</i> , the <i>DRC Anti-Corruption Framework</i> (including Law No. 04/016 of 19 July 2004 on the fight against money laundering and terrorist financing, the Penal Code of the Democratic Republic of Congo – Articles 147 to 149 on the bribery of public officials, and related anti-corruption provisions), together with any applicable regulations of the <i>Cellule Nationale des Renseignements Financiers (CENAREF)</i> , and international instruments to which the Democratic Republic of Congo is a party, such as the <i>United Nations Convention Against Corruption (UNCAC)</i> and the <i>African Union Convention on Preventing and Combating Corruption</i> .
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Anti-Corruption Policies	means the ethics and anti-bribery policies of Barrick Mining Corporation, which are available on the public website of Barrick Mining Corporation or otherwise notified to the Contractor, in each case as updated, amended, supplemented or replaced them from time to time.
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Agreement	means the written agreement between the Parties, formed by the contract documents listed in the Form of Agreement.
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Authority	means any national, state, provincial, regional, territorial, local or municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body, in each case with jurisdiction.
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Applicable Laws	means any law applicable to the performance of Services, including any municipal, provincial, state, or federal laws, treaties, protocols, statutes, orders, decrees, regulations, rules, licenses, permits, consents, and approvals of any public authority, as the same may be amended from time to time, including without limitation any laws or regulations applicable to the Site.
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Authorized Representative of the Company	shall mean the person listed in the Form of the Agreement.
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Barrick Mining Corporation	means the company of that name incorporated under the laws of British Columbia, Canada and having its registered office at 323 Alexander Street, Vancouver, BC V6A 1C4, Canada.
Barrick Group Company	means Barrick Mining Corporation and/or any of its Related Entities.
Barrick Policies and Procedures	includes any policy, procedure, publication or guideline of Barrick Mining Corporation (as amended from time to time).
Business Day	means a day that is not a Saturday, Sunday, a public holiday, or a bank holiday in the place concerned when the relevant act is or may be done.
Calendar Time	24 – hour day, 7 days a week.
Claim	means any dispute or difference between the Parties arising in connection with this Contract or Drilling Services at Law or in equity.
Company	means the Party named as such in the Form of Agreement or its lawful successor.
Company's Representative	is the person named as such in the Contract Specifics or any replacement thereof notified to the Contractor.
Completion	means the completed performance of all Drilling Services, in each case in accordance with the Contract.
Completion Date(s)	means the date(s) for Completion specified in the Form of Agreement.
Confidential Information	has the meaning given to this term in clause 19.1.
Consequential Loss	means loss of production, loss of profit or anticipated profit, loss of opportunities or any special, exemplary or punitive damages.
Contract	means this agreement and includes (in the order of precedence) the Contract Specifics, the Specific Conditions, these Standard Terms and Conditions, any purchase order, and all other schedules, attachments and annexures.

Contract Price	means the aggregate of the amounts payable to the Contractor in respect of the Drilling Services, calculated in accordance with <u>Schedule 2</u> including all Taxes (save for applicable VAT) and any additions and deductions, which may be allowed in accordance with this Contract.
Contract Specifics	means the schedule of contract information with that name forming part of this Contract.
Contractor	means the Party named as such in the Form of Agreement or its lawful successor:
Direct Costs	means all verifiable, direct, out-of-pocket costs incurred by Contractor in performing the Drilling Services using the most favourable (i.e., favourable to the Company) published labor rates and equipment and materials costs as are charged by Contractor to their respective preferred customers at the time in its performance of the Drilling Services, but excluding: (a) fees and expenses of Contractor's legal counsel, and any travel expenses (including transportation, lodging and food) incurred by any of Contractor's legal counsel in conjunction with the Drilling Services; (b) any mark-up for overhead or profit; (c) any taxes, duties, levies or other impositions applicable to Contractor and for which Contractor has responsibility under this Agreement; (d) any costs incurred or paid by Contractors to cure Defects; (e) any costs incurred to participate in a Dispute resolution process pursuant to Article 9; (f) any costs of bonding, insurance or any deductible required by an insurance policy; and (g) any costs incurred to cure any default by Contractor of a duty or obligation under this Agreement.
Defect or Defective	means any aspect of the Drilling Services not in accordance with this Contract, or any damage, deficiency, fault or inadequacy in design, performance, workmanship, quality or makeup of the Drilling Services, and Defective shall be construed accordingly.
Defects Correction Period	means the period stated as such in the Form of Agreement.
Dispute	has the meaning given to this term in clause 22.1.
Drill Hole Target	drill hole target parameters will be established for each specific scope by the Company's representative.

Drill Rig Availability drill rig availability hours mean the actual time the equipment was available to operate.

Drilling Services means the services specified as such in Form of Agreement and Schedule 1 (including any part thereof).

End Date has the meaning as listed in the Form of Agreement.

Effective Date has the meaning as listed in the Form of Agreement.

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

Government Official Includes:

- (a) an officer or employee of any governmental, semi-governmental or judicial entity or authority, independent or otherwise, including any provincial government, local-level government, any statutory or public body established under a law, any state-owned or state-controlled entity or corporation, or any instrumentality of any government;
- (b) any person acting in an official capacity on behalf of any of the foregoing;
 - i. an officer, employee or official of a political party;
 - ii. a candidate for political office; or
 - iii. an official or employee of a public international organization.

Governing Law means the governing law specified in the Form of Agreement.

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

- (a) becomes insolvent;
- (b) enters into official management or a scheme of arrangement with creditors or any class or group of creditors;
- (c) has a receiver and/or manager appointed to it or any asset or undertaking;
- (d) has an administrator, provisional liquidator or liquidator appointed;
- (e) has any secured or other creditors take possession, or appoint an agent to take possession, of any asset;
- (f) is affected by any other form of procedure relating to insolvency, reorganisation, or dissolution in any jurisdiction; or

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

Intellectual Property (or IP)	means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.
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Intellectual Property Rights (or IP Rights)	means all copyright and analogous rights (including moral rights), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific, or artistic fields. These rights include: (a) all rights in all applications to register these rights; and (b) all renewals and extensions of these rights.
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Invoice	means an invoice submitted by the Contractor in accordance with clause 11 or a recipient created tax invoice generated by the Company which meets all the requirements of a valid invoice for VAT purposes in the Country.
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Monthly Reporting	KPIs will be assessed on a quarterly basis during the Contractor quarterly review meetings. However, measurements are to be taken and reported by the Contractor monthly at Site level and sent to the Company's Representative.
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KPIs	means the Key Performance Indicators set out in the Drilling Plan in <u>Schedule 3</u> (if any).
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Law	means: (a) the present or future requirements of any statute, directive, regulation, code, order, rule, subordinate legislation or other document enforceable under any statute, regulation, rule or subordinate legislation, common law or equity; (b) the lawful requirements, directions or instructions of any Governmental Agency; and (c) the listing rules and procedures of any applicable stock exchange.
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OFAC	means the U.S Department of Treasury, Office of Foreign Assets Control.
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OHS & E	means occupational health, safety and environment.
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Observed Invoices	means any invoices with errors, discrepancies or missing information that does not allow the Company to process payment, including but not limited to: (a) Rates that differ from those in the Agreement
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- (b) Amounts that do not match the drilling reports
- (c) Invoices sent to the incorrect Company representative.

Operational Delay Time	means the actual time the equipment was not in condition to operate, including but not limited to: (a) Unscheduled maintenance (b) Scheduled overrun due to PM periods (c) Scheduled maintenance activity on the equipment outside of standard PM intervals (d) Lack of personnel to operate the rig.
Party or Parties	means the Company or the Contractor, and Parties means both.
Performance Baseline	the performance baselines will be agreed between the Company's Representative and the Contractor.
Personnel	means directors, employees, agents, contractors and subcontractors but a reference to the Company's Personnel excludes the Contractor and the Subcontractors.
Plant and Equipment	means plant, equipment, tools, appliances or other property and items required for the performance of the Contractor's obligations under the Agreement.
Related Entity	means, in relation to a Party or other entity, a body corporate which is a controlling company, or a controlled company, or a controlled company of a controlling company, of that Party or other entity. For the purposes of this definition, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.
Representative	means the Company's Representative or the Contractor's Representative, as the context may require.
Sanctioned Person	means: (a) a person or entity with whom United States persons or entities are restricted from doing business under the regulations of OFAC (including those persons and entities named on the OFAC Specially Designated and Blocked Persons List and the Sectoral Sanctions Identifications List); (b) a person or entity designated in any of the Republic of Zambia, European Union, United Kingdom, Canada or any other applicable jurisdiction (including the jurisdiction of incorporation of the Contractor) or under other applicable sanctions regime including, but not limited to the EU consolidated list of persons, groups and entities subject to EU financial sanctions, Specially Designated

Nationals and Blocked Persons list maintained by OFAC, the Consolidated Canadian Autonomous Sanctions List, or HM Treasury's Consolidated List of Financial Sanctions Targets;

- (c) a person or entity placed on the World Bank blacklist (being the list of firms and individual's ineligible to be awarded a World Bank financed contract, published by the World Bank at www.worldbank.org/debarr);
- (d) a person or entity placed on the United Nations Security Council Consolidated List, as any such list may be updated from time to time; and/or
- (e) a person or entity owned or controlled by, or acting on behalf of, or at the direction of, any of the foregoing,

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

Site	means the place described as such in the Form of Agreement as the place for the performance of the Drilling Services by the Contractor.
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Site Standards and Procedures	means the standards, specifications, policies, procedures and matters as applicable to the supply of Drilling Services on the Site and any updates, amendments, supplements, replacements thereto or any other guidelines, rules or requirements, notified to the Contractor in writing from time to time.
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Specific Conditions	means the conditions of that name which form part of this Contract.
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Specifications	means the specifications for the Services described on <u>Schedule 1</u> .
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Standard Terms and Conditions	means the Standard Terms and Conditions set out in this Contract.
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Start Date	has the meaning as listed in the Contract Specifics.
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Subcontractor	means any person engaged by the Contractor to perform any part of its obligations under this Contract and includes consultants, subcontractors, suppliers and other contractors.
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Tax or Taxes	means all present and future taxes, fees, levies, duties, imposts, assessment, royalties, tariffs, fees and charges imposed or assessed in respect of this Contract by all Authorities including income tax, payroll tax, statutory pension or superannuation contributions and workers' compensation payments and contributions, sales tax, customs duty, excise, and stamp duty as well as interest penalties and additions thereto.
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VAT	means value-added tax, goods & services tax or any tax analogous thereto, but excludes any statutory late payment interest or penalties.
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2 Interpretation

In this Agreement except to the extent that the content otherwise requires:

- (a) a reference to a 'day', 'month', 'quarter' or 'year' is a reference to a calendar day, calendar month, a calendar quarter, or a calendar year;
- (b) headings and bold type are for convenience only and do not affect the interpretation of this Agreement;
- (c) no rule of construction or provision of this Agreement applies to the disadvantage of a Party on the basis that the Party was responsible for the preparation of this Agreement or any part of it;
- (d) a reference to 'use' in the context of a licence of Intellectual Property from one party to the other is a reference to 'use, copy, adapt, modify, exercise, test, install, operate, maintain, manage, support and repair' within the scope of the licence which is granted;
- (e) a monetary amount referred to in this Agreement is a reference to the Currency;
- (f) specifying anything in this Agreement after the words 'include', 'including', 'for example' or similar expressions does not limit what else is included; and
- (g) 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.

3 Supply of Drilling Services

- 3.1 This Contract shall come into full force and effect on the date of this Contract and end on the End Date, unless terminated earlier in accordance with the provisions of this Contract.
- 3.2 The Contractor shall perform the Drilling Services in accordance with this Contract, Good Industry Practices and the Company's instructions.
- 3.3 The Contractor shall:
 - (a) perform the Drilling Services with due expedition and without delay.
 - (b) perform the Drilling Services from the Start Date and complete performance of the Drilling Services not later than the Completion Date(s).
 - (c) 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 performance of the Drilling Services.

- (d) be responsible for the adequacy, stability, and safety of all Site operations and of all methods of work in performing the Drilling Services.
 - (e) perform the Drilling Services in accordance with the relevant mining legislation, the Company's establishment convention (if applicable), and any drilling, and health and safety standards and regulations commonly utilised in country of performance.
 - (f) ensure that the Drilling Services are fit for their purpose and shall not be entitled to any addition to the Contract Price or to an extension to any timing or deadlines set out in the Scope of Work to the extent that any aspect of the Drilling 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.
 - (g) ensure that the availability of the Contractor's Equipment to perform the Drilling Services (according to the industry standards accepted by the Company and advised to the Contractor) is 90% or more in any 3-month period. Where that availability is not achieved, the Contractor will use its best endeavours to utilise all additional drill rigs as are available to it together with such other plant or equipment as is practical to perform the Drilling Services in accordance with the Drill Plan.
 - (h) unless otherwise stated in this Contract, daily drilling progress reports shall be prepared by the Contractor and submitted to the Company on the following day. Each progress report shall be signed by the Contractor within 48 hours of the Contractor being satisfied with the progress report's contents. Each report shall include an assessment of progress against the Drilling Plan together with proposals to recover any slippage in planned progress.
- 3.4 The Parties acknowledge and agree that the appointment of the Contractor is non-exclusive, and the Company may, as it sees fit, contract with other third parties for the provision services that are either comparable or unrelated to the Drilling Services. The Contractor shall cooperate with such third parties and coordinate its activities with those of such third parties, as reasonably required by the Company.
- 3.5 The Contractor acknowledges and agrees that time is of the essence for the performance of the Drilling Services.
- 3.6 If the Contractor encounters events or circumstances, which have resulted in, or might reasonably be expected to result in completion of the Drilling Services later than the Completion Date(s), the Contractor shall immediately notify the Company thereof and the reason(s) and extent of the delay. The Company may then, by written notice to the Contractor, amend the Completion Date(s) as it considers appropriate, acting reasonably. The Contractor shall not be entitled to any increase in the Contract Price or any damages, costs, or expenses in connection with such amendment of the Completion Date(s).
- 3.7 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 Company. The Contractor shall take reasonable precautions to

prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

- 3.8 The Contractor shall set out the position of the Drilling Services in the areas as designated by the Company and otherwise in accordance with Schedule 1 (*Drilling Services*) using Good Industry Practice. The Contractor shall be fully and solely responsible for the correct positioning of all parts of the Drilling Services and shall rectify any error in the positions, levels, dimension or alignment of the Drilling Services.

4 Health and Safety

- 4.1 The Contractor and the Company acknowledge that the health and safety of all persons affected by the performance of the Contract is at all times the paramount consideration in the undertaking and completion of the Drilling Services.
- 4.2 The Contractor shall ensure that:
- (a) the performance of Drilling Services complies at all times with all applicable Laws, including all Laws relating to OHS&E.
 - (b) the performance of Drilling Services complies at all times with this Contract, Barrick Policies and Procedures, Site Standards and Procedures notified by the Company or Company's Representative and Good Industry Practice.
- 4.3 The Contractor and its employees and/or agents must at all times, when present at Site, comply with the Site Standards and Procedures and not cause, permit or tolerate an unsafe act, circumstance or condition over which the Contractor has control, at the Site, and must, at its cost, comply with directions from the Company to modify or stop any activity that the Company considers or ought to reasonably consider as unsafe.
- 4.4 If any Contractor's Personnel damage property while at the Site, the Contractor must promptly, at the Company's absolute discretion, either make good, or reimburse the Company for the cost of making good, the damage and pay any compensation that the Law requires the Contractor to pay.
- 4.5 Without prejudice to the foregoing provisions of this clause 4, the Contractor shall clearly label any hazardous goods as such and comply with, and implement the requirements of, any applicable Laws and any Barrick Policies and Procedures notified by the Company or Company's Representative in relation to the packaging, labelling or delivery of hazardous goods.

5 Conditions as to Quality

- 5.1 The Contractor must ensure that:
- (a) the Drilling Services match the description and specifications of the Drilling Services in this Contract and comply with any standards specified in this Contract therefor;

- (b) the Drilling Services are performed by appropriately qualified, experienced and trained Contractor's Personnel, comply with the standards specified in this Contract, and are fit for the purposes set out in, or which a skilled and experienced contractor in the position of the Contractor would reasonably infer from, this Contract; and
- (c) it and its Personnel shall exercise the level of care and skill usually exercised in accordance with Good Industry Practice in the performance of its obligations under this Contract.

6 Contractor's Obligations

6.1 The Contractor must, in performing the Drilling Services and performing its obligations under this Contract:

- (a) comply with all reasonable instructions from the Company;
- (b) not interfere with the Company's activities or the activities of any other person at the Site and immediately vacate the Site when requested to by the Company;
- (c) be aware of and comply with, and ensure that the Contractor's Personnel are aware of and comply with, all applicable Laws, Site Standards and Procedures;
- (d) ensure that the Contractor's Personnel entering the Company's premises perform the Services in a safe manner and are properly qualified for, and skilled in, the performance of their tasks;
- (e) obtain, at the Contractor's expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of its obligations under this Contract;
- (f) provide all information and assistance as the Company reasonably requires in connection with any statutory or internal health and safety investigation in connection with this Contract or the Drilling Services;
- (g) ensure that all its Personnel meet the requirements applicable in the Country to enter the Site (including necessary vaccination);
- (h) leave the Company's premises secure, clean, orderly and fit for immediate use, having regard to the condition of the Company's premises immediately prior to the performance of Drilling Services; and
- (i) comply with all applicable Greenhouse Gas Emissions (GHG) reporting regulations applicable to Contractor's performance hereunder. The Contractor acknowledges that the Company may be required to report certain actions with respect to GHG emissions attributable to the Company's operations and the Contractor agrees to promptly provide information reasonably requested by the Company to comply with its reporting obligations.

7 Key Performance Indicators (KPIs)

- 7.1 The Contractor must perform the Drilling Services under this Contract to achieve the KPIs.
- 7.2 If the Contractor fails to achieve a KPI during each period specified in Schedule 3, the Contract Price payable will be adjusted as set out in Schedule 2.
- 7.3 If the Contractor fails to meet any of the agreed KPIs, the following steps shall be taken:
- (a) Notification: the Company shall notify the Contractor in writing of the KPI non-compliance, providing specific details of the areas where performance is lacking.
 - (b) Remediation Plan: Within 7 days of receiving the notification, the Contractor must submit a remediation plan to the Company, outlining the steps that will be taken to achieve compliance with the KPIs. This plan must include:
 - i. A detailed action plan
 - ii. Specific timelines for achieving compliance
 - iii. Responsible personnel for each action item
- 7.4 If the Contractor fails to meet the KPIs and does not rectify the situation within 30 days of submitting the remediation plan, the Company may require the Contractor to take specific corrective actions, at the Contractor's expense to remedy the non-compliance.
- 7.5 If the Contractor fails to meet KPIs after remediation efforts, the Company reserves the right to terminate the contract for cause. In such an event:
- (a) The Company shall provide written notice of termination to the Contractor;
 - (b) The Contractor shall be compensated for all works satisfactorily completed up to date of termination, minus any deductions incurred for KPI non-compliance;
 - (c) The Company may seek alternative contractors to complete the remaining work, and the original Contractor will be held liable for any additional costs incurred.

8 Representatives

- 8.1 Each Party will appoint a Representative who will be authorised to act on behalf of the Party that appointed the Representative in relation to this Contract. Without limiting the Company's rights, the Company's Representative may exercise all of the Company's rights and functions under this Contract (including giving directions), other than the right to terminate this Contract or amend the terms of the Contract.
- 8.2 The Company and the Contractor acknowledge and agree that they will not make any claim or pursue any legal action against a Representative whether in contract, tort (including negligence), equity, statute or otherwise, save that nothing in this clause 8.2 releases the

Company or the Contractor from any liability arising out of the conduct of its Representative that the Company or the Contractor would otherwise have to the other.

- 8.3 Either Party may replace their Representative by written notice to the other Party at any time.
- 8.4 Where this Contract requires the Contractor to indemnify the Company, the Contractor shall also be required to indemnify the Company's Representative on the same terms.

9 Personnel

- 9.1 The Contractor must, at the Contractor's cost:
- (a) engage and provide the services of all personnel who are required to perform the Contractor's obligations under this Contract;
 - (b) where the Contractor's Personnel are required to access the Site, manage and supervise the Contractor's Personnel working at the Site and procure their compliance with the Site Standards and Procedures;
 - (c) promptly provide the Company with all information the Company requires regarding the Contractor's Personnel; and
 - (d) ensure that all Contractor's Personnel who are engaged in performing the Contractor's obligations under this Contract have completed the appropriate training and competency assessments in order to work on the Site and have met and complied with the Company's requirements for access to the Site.

- 9.2 The Contractor shall at all times remain responsible for the behaviour of the Contractor's Personnel.
- 9.3 The Company may require the removal from the Site of any Contractor's Personnel who, in the Company's reasonable opinion, may be unsuitable or have breached the Site Standards and Procedures.

10 Plant and Equipment

- 10.1 Unless this Contract provides otherwise, the Contractor must supply all Plant and Equipment, at the Contractor's expense.
- 10.2 Any Plant and Equipment supplied by the Company shall only be used for the purposes of fulfilling the Contractor's obligations under this Contract.
- 10.3 The Contractor must compensate the Company for any loss or damage to the Company's premises or property (including any Company supplied plant and equipment) resulting from any acts or omissions of the Contractor or the Contractor's Personnel.

11 Invoicing And Payment

- 11.1 In consideration of the due and proper performance of this Contract by the Contractor, the Company will pay to the Contractor the Contract Price.
- 11.2 Unless this Contract expressly provides otherwise, the Contract Price is:
- (a) inclusive of all charges, including insurance, premiums and costs, leave entitlements, freight, packaging, packing and delivery costs and Taxes (other than VAT);
 - (b) inclusive of the cost of any miscellaneous services of a kind which are commonly provided with services of the same or a similar nature to the Drilling Services; and
 - (c) not subject to rise and fall, escalation or review.
- 11.3 No later than each Invoicing Date, the Contractor must provide to the Company an invoice which must comply with clause 11.4.
- 11.4 A Contractor Invoice must:
- (a) be provided using an electronic invoicing system if directed to by the Company;
 - (b) refer to a purchase order number (if any) and this Contract, including the line item numbers on the purchase order (if any);
 - (c) include a detailed description of the performed Drilling Services, including the period of Drilling Services in respect of which the Invoice relates and the relevant details;

- (d) include a Company name, Company registration number, registered tax number and VAT number;
 - (e) detail the Contract Price relating to the relevant Drilling Services, broken down to reflect the Contract Price components as set out in Schedule 2 (*Contract Pricing*); and
 - (f) set out the amount of any applicable VAT.
- 11.5 The provision of an Invoice that complies with the requirements of clause 11.4 is a precondition to the Contractor's right to payment for the Drilling Services which are the subject of a Contractor Invoice.
- 11.6 If any Invoice does not contain the information required by clause 11.4, the Company may return it to the Contractor, in which case the Contractor must submit a replacement compliant Invoice.
- 11.7 If the Company requests, the Contractor must provide the Company with all relevant records to calculate and verify the amount set out in any Invoice, failing which the Invoice may be rejected.
- 11.8 Subject to clause 11.9 and clause 11.10, the Company must pay all Invoices in the payment run that occurs immediately following the expiry of thirty (30) days after:
 - (a) the date on which the relevant Invoice is generated (in the case of a recipient created tax invoice); or
 - (b) the date on which the relevant Invoice is received from the Contractor (in all other cases).
- 11.9 If the Company disputes any Invoice:
 - (a) to the extent permitted by Law, the Company may withhold payment of the disputed part of the relevant Invoice pending resolution of the dispute;
 - (b) if the resolution of the dispute determines that the Company must pay an amount to the Contractor, the Company must pay that amount upon resolution of the dispute.
- 11.10 The Company may, set off, withhold, or deduct any payment due to the Contractor under this Contract by any amount which the Contractor must pay the Company, including costs, charges, damages and expenses and any debts owed by the Contractor to the Company in relation to or in connection with this Contract or the Drilling Services. This does not limit the Company's right to recover those amounts in other ways.
- 11.11 Any money payable under this Contract is to be paid by electronic funds transfer to the Contractor's nominated bank account or by such other means as the Parties agree.
- 11.12 A payment made pursuant to this Contract will not be taken or construed as proof or admission that the Drilling Services performed, or any part of the Drilling Services

performed, were to the satisfaction of the Company but will only be taken to be payment on account.

12 Variations

- 12.1 Variations to the Drilling Services may be initiated by the Company at any time prior to the End Date, in either case by an instruction for the Contractor to submit a proposal. 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:
- (a) a description of the proposed work or services to be performed and a programme for its execution or performance;
 - (b) the Contractor's proposal for any necessary modifications to the Drilling Plan; and
 - (c) 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 Schedule 1 (*Drilling Services*) that require certain variations to be at the Contractor's sole cost).
 - (d) The Company shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. The Contractor shall not delay any other aspect of the Drilling Services (not being subject to the variation) whilst awaiting a response.
 - (e) Each instruction to execute a variation shall be issued by the Company to the Contractor, who shall acknowledge receipt.
 - (f) The Contractor shall not make any alteration and/or modification of the Drilling Services or Drilling Plan unless and until the Company instructs or approves a variation.

13 Defects

- 13.1 If the Contractor becomes aware of any Defect in the Drilling Services, it must promptly notify the Company of the Defect in writing.
- 13.2 The Contractor must rectify all Defects in the Drilling Services or re-perform any Defective Drilling Service at its cost until the end of the Defects Correction Period in the time and manner specified by the Company (and if no time or manner is specified, then within a reasonable time and manner). If the Contractor fails to comply with this clause, the Company may rectify, or re-perform (or engage others to rectify, replace or re-perform) the Defective Drilling Services and the costs so incurred by the Company may be deducted, set off or withheld from payment to be made to the Contractor under this Contract or otherwise recovered as a debt due from the Contractor to the Company and/or treat the failure as a material breach of the Contract.
- 13.3 Notwithstanding clause 13.2, if, in the Company's view, a Defect creates a circumstance or condition that is unsafe, hazardous or a posing threat (or potential threat) to safety of persons or property, health or the environment, and which requires prompt rectification, then the Company is not obliged to give the Contractor an opportunity to make good the

Defect before the Company rectifies, or engages others to rectify, the Defect at the Contractor's risk and cost. Where the Contractor has rectified a Defect under this clause 13, the rectified Drilling Services will be subject to a Defects Correction Period commencing on the date the Contractor rectified the Defect.

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

14 Termination

- 14.1 The Company may, in its absolute discretion and for any reason whatsoever, and without being obliged to give any reasons, end this Contract at any time by giving a 60 (sixty) days' written notice to the Contractor.
- 14.2 The Company may immediately terminate this Contract by notice in writing to the Contractor if:
- (a) the Contractor commits a material breach of this Contract and either:
 - i. the Company, acting reasonably, does not believe the material breach of this Contract is capable of remedy; or
 - ii. the Company has provided a notice of breach, and the Contractor fails to remedy that breach within the time specified in the notice of breach; or
 - (b) an Insolvency Event in respect of the Contractor occurs; or
 - (c) the Contractor suspends or ceases to carry on all or a substantial part of its business, or purports to do so; or
 - (d) the Contractor's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (e) the Contractor incurs liabilities equal to or in excess of any of the limits specified in the Contract Specifics; or
 - (f) there is any breach of clause 25; or
 - (g) the Contractor or any Related Entity is or becomes or is considered by the Company likely to become a Sanctioned Person; or
 - (h) the Contractor fails to meet the agreed KPIs in Schedule 4 (*Key Performance Indicators*) after remediation efforts. In such an event:
 - i. The Contractor shall be compensated for all works satisfactorily completed up to date of termination, minus any penalties incurred for KPI non-compliance.
 - ii. The Company may seek alternative contractors to complete the remaining work, and the original Contractor will be held liable for any additional costs incurred.

- 14.3 The Contractor may terminate this Contract by giving a 60 (sixty) days' written notice to the Company:
- (a) if the Company fails to make a payment due to the Contractor under the Contract and in respect of which there is no bona fide dispute as to the Company's liability to make the payment and the Contractor has provided a notice of default and the Company fails to remedy the non-payment within sixty (60) Business Days of the notice; or
 - (b) if an Insolvency Event in respect of the Company occurs.
- 14.4 If the Company terminates this Contract under clause 14.1 or clause 14.2 or the Contractor terminates this Contract under clause 14.3, the Company may engage other persons to perform the Drilling Services; and must, as the Contractor's sole and exclusive remedy in respect of the Company terminating this Contract:
- (a) in respect of any Drilling Services, subject to clause 11, pay the Contractor:
 - i. for the Drilling Services performed prior to the date of termination for which payment has not been made; and
 - ii. the relevant portion of the Contract Price allocated for demobilisation (and if not so allocated, demobilisation costs reasonably and properly incurred by the Contractor);
- 14.5 If the Company terminates this Contract pursuant to clause 14.2, then the Company is entitled to recover from the Contractor any costs, losses, damages and liabilities incurred or suffered by it or its Related Entities as a result of, or arising out of, or in any way in connection with, the termination or any preceding breach (including any extra costs incurred in procuring the Drilling Services from other suppliers).
- 14.6 Despite anything to the contrary in this Contract, if the Company terminates this Contract for a breach by the Contractor of clause 25 (other than clause 25.2(b)), the Company will have no obligation to make any payments, or otherwise provide compensation to the Contractor, unless the Company has received all government authorisations required to do so.
- 14.7 Except as set out in this clause 14, the Contractor will not be entitled to make, and the Company will not be liable for, any further Claim, including for any loss caused by the termination of the Contract.

15 Suspension

- 15.1 The Company may at any time and for any reason give a written direction to the Contractor to suspend all or any part of the performance of the Drilling Services, and if the Contractor

receives a direction from the Company under this clause 15, the Contractor must immediately suspend the provision of the Drilling Services.

- 15.2 The Company may at any time give a written direction to the Contractor to resume the provision of the Drilling Services and if the Contractor receives such a direction, the Contractor must immediately resume the provision of the Drilling Services.
- 15.3 If the Company gives a direction to suspend for any reason other than breach of this Contract by the Contractor or any act or omission by the Contractor or the Contractor's Personnel not authorised by this Contract, the Contractor is entitled to payment of its reasonable and verifiable costs incurred directly as a result of complying with the direction under clause 15.1.
- 15.4 Except to the extent provided in clause 15.3, the Contractor is not entitled to make, and the Company is not liable for, any Claim for or in connection with a direction given pursuant to clause 15.1.

16 Insurance

- 16.1 From the Start Date until the end of the last Defects Correction Period (longer periods are applicable for Professional Indemnity Insurance), the Contractor must procure and maintain the insurances required by the applicable Laws and/or such insurances as the Company may require the Contractor to obtain in accordance with Insurance Requirements (if applicable) and such other insurances as are customarily engaged on a prudent basis to cover the business and assets of the Contractor.
- 16.2 The Contractor must ensure that its Subcontractors are insured as required by this clause 16, as appropriate, as if they were the Contractor.
- 16.3 The Contractor must, on or prior to the Start Date and otherwise when requested by the Company, provide to the Company certificates of currency and renewal certificates or other evidence of compliance with this clause 16 reasonably required by the Company. Despite anything to the contrary in this Contract, the Company:
- (a) has the right to refuse the Contractor (and any of the Contractor's Personnel) entry to the Company's premises; and
 - (b) is not obliged to pay, and may withhold payment of any amount owed by it to the Contractor without any interest accruing under this Contract,
- unless and until the Company has been so satisfied. Nothing in this clause 16.3 will fix the Company with notice of the contents of any policy and will not be raised as a defence to any claim by the Company against the Contractor.
- 16.4 The insurance policies under this Contract are primary, and not secondary to the indemnities referred to in this Contract. The effecting of any or all insurances as required

by this Contract shall not in any way limit the liabilities or obligations of the Contractor to the Company under any other provision of this Contract.

- 16.5 If any event occurs which may give rise to a claim involving the Company under any policy of insurance to be taken out by the Contractor under this Contract, the Contractor shall:
- (a) notify the Company within 14 (fourteen) days of that event; and
 - (b) ensure that the Company is kept fully informed of any subsequent actions and developments concerning the relevant claim.

17 Liability and Indemnity

- 17.1 The Contractor must indemnify, and keep indemnified, the Company and its Related Entities on demand from and against all costs, losses, claims, proceedings, demands and actions of any nature, whether actual or threatened, made against the Company or its Related Entities arising out of or in connection with:
- (a) any breach of this Contract or applicable Law by the Contractor;
 - (b) any gross negligence, negligence, wilful misconduct or unlawful act or omission of the Contractor or Contractor's Personnel, or of any other person for whose acts or omissions the Contractor is liable;
 - (c) any claim that the Drilling Services or the Company's use or enjoyment of the Drilling Services infringes or allegedly infringes the Intellectual Property Rights of any person; or
 - (d) any Taxes, fines, penalties and associated liabilities paid, suffered or incurred by the Company after a request or demand to do so from any Authority in the Country, which the Contractor disputes, omits or otherwise refuses to pay in violation of applicable Laws,
- except to the extent caused, or contributed to, by gross negligence or wilful misconduct of the Company or the Company's Personnel.
- 17.2 Except as set out in clause 17.4, neither Party will be liable to the other Party for any Consequential Loss suffered or incurred by the other Party in connection with this Contract.
- 17.3 Except as set out in clause 17.4:
- (a) the Contractor's liability to the Company arising out of or in connection with this Contract is limited to the amount set out in the Contract Specifics; and
 - (b) the Company's liability to the Contractor arising out of or in connection with this Contract is limited to an amount equal to the Contract Price.
- 17.4 Nothing in clause 17.2 or clause 17.3 excludes or limits:
- (a) a Party's liability:
 - i. for a deliberate breach of this Contract or any wilful misconduct; or
 - ii. in respect of fraud or fraudulent misrepresentation; or

- iii. in respect of liquidated damages (if any), reduction of the Contract Price under Schedule 2 (if any) or under any provision in this Contract where a debt or other payment is expressly recoverable; or
 - iv. for the death of, or personal injury sustained by, an individual to the extent such death or personal injury was caused by the negligence or wilful misconduct of that Party or that Party's officers, employees or agents; or
 - v. for any matter which cannot be excluded or limited by operation of applicable Law;
- (b) the Contractor's liability:
- i. to indemnify the Company under clause 17.1(c) and (d);
 - ii. to indemnify the Company pursuant to clause 17.1 in respect of damage to the property of a third party;
 - iii. to indemnify the Company pursuant to clause 17.1 for breach of clause 25 by the Contractor;
 - iv. to the extent that the Contractor is required by this Contract to procure and maintain insurance in respect of that liability;
 - v. to the extent that the Contractor recovers any amount for which it is liable under this Contract from a Subcontractor or third party; or
 - vi. to rectify any Defect.
- 17.5 The rights and obligations under this clause 17 continue after the End Date and extends to include any claims by the Contractor's Personnel and third parties whether or not specifically stated in clause 17.

18 Intellectual Property

- 18.1 Any and all Intellectual Property (present or future) created or coming into existence as a result of, for the purpose of, or in connection with the performance of this Contract (including all Intellectual Property developed by the Contractor or a Subcontractor in performing this Contract, any Intellectual Property created or developed jointly by the Parties in the course of or for the purposes of performance of this Contract, (the Project IP)) vests with the Company from the moment of its creation or coming into existence, and the Contractor hereby assigns all rights, title and interest in and to the Project IP to the Company (including, but not limited to, any Project IP created prior to, on or after the date of the Contract).
- 18.2 All the IP Rights to the Contractor's Intellectual Property (whether owned by the Contractor or licensed to the Contractor by a third party), which is in existence at the date of this Contract or comes into existence after the date of this Contract otherwise than in connection with this Contract remains vested in the Contractor and the Contractor grants to the Company a worldwide, non-exclusive, perpetual, royalty-free, irrevocable,

transferable licence (with the right to assign and sub-license such Contractor's IP) to use the Contractor's IP.

19 Confidential Information and Publicity

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

- (a) keep the Confidential Information in such a way as to ensure that it remains confidential and is not disclosed without the Company's prior written approval and not take any photographs of any part of the Company's operations and/or Sites;
- (b) not advertise or make any public announcement or issue any media release regarding this Contract or the transactions contemplated herein without the Company's prior written approval;
- (c) use Confidential Information only as necessary for the purposes of fulfilling its obligations under this Contract; and
- (d) subject to clause 19.2, only disclose the Confidential Information to Related Entities or Contractor's Personnel who need the information to enable the Contractor to fulfil its obligations under this Contract or otherwise with the Company's prior written approval.

For the purposes of this clause 19, "**Confidential Information**" means:

- (a) the terms of this Contract;
- (b) all information (in any form) relating to the Company or its Related Entities made available to the Contractor at any time in connection with this Contract; and
- (c) any information that concerns the business, operations, finances, plans, Personnel or customers of the Company or its Related Entities, which is disclosed to or acquired by the Contractor (including any information that is derived from such information),

but does not include information which:

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

19.2 Subject to clause 19.3, the Contractor's obligation not to disclose Confidential Information without the Company's prior written approval does not apply to disclosures to the extent that they are:

- (a) required by Law (including disclosure to any stock exchange or to any Authority);
- (b) by order of any court or tribunal; or
- (c) made to its legal advisers, accountants or auditors that are subject to a confidentiality agreement on terms not less stringent than this clause 19.

- 19.3 Before making any disclosure pursuant to clause 19.2(a), the Contractor must:
- (a) give the Company details of the reasons for the disclosure and a copy of the information the Contractor proposes to disclose;
 - (b) where reasonably possible, provide the Company with sufficient notice to enable the Company to seek a protective order or other remedy; and
 - (c) provide the Company with all assistance and co-operation which the Company considers necessary to prevent or limit that disclosure including by making such amendments to the terms of the disclosure, as may be requested by the Company.
- 19.4 The Contractor must, within 10 (ten) Business Days (or any other period agreed in writing by the Parties) after a direction by the Company to do so, return or destroy all Confidential Information in the Contractor's possession, power or control.
- 19.5 Notwithstanding the provisions of clause 19.4, the Contractor, its Related Entities and their respective legal, accounting and financial advisers may retain any Confidential Information which is required to be retained by Law or for the purposes of compliance with any relevant professional standards or insurance policies or where reasonably necessary to support any advice given to the Contractor or a Related Entity and for such period as required by Law.
- 19.6 Any Confidential Information retained under clause 19.5 will remain subject to the provisions of this clause 19 until it is destroyed.
- 19.7 The Contractor must inform the Company immediately if it becomes aware or suspects that there has been a breach of its obligations under this clause 19.
- 19.8 The rights and obligations under this clause 19 shall survive termination of this Contract and continue for 5 (five) years after the End Date.

20 Taxes

- 20.1 The Contractor must pay all Taxes to the relevant Authority. If the Contractor pays any Taxes on behalf of the Company, the Contractor must provide the Company with documentary evidence of the payment of those Taxes.
- 20.2 Where the Company believes it is required by Law to withhold or deduct any amounts with respect to or which relate to any Tax from any payment due to the Contractor, the Company shall be entitled to withhold or deduct such amounts.
- 20.3 Where a relevant Authority requires the Company to pay to it a withholding amount that exceeds the amount that was withheld or deducted under clause 20.2, the Company may provide the Contractor with proof from the relevant Authority that payment is required,

request the Contractor to pay and the Contractor must pay the excess amount to the Company.

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

20.5 If any goods are to be imported into the Country:

- (a) the Contractor must supply all documentation and do all that is reasonably necessary to assist the Company to obtain a tariff, customs, excise or importation concession, or any concession analogous thereto, in respect of those Goods; and
- (b) the Company will be entitled to the sole and full benefit of any tariff customs, excise or importation concession, or any concession analogous thereto, granted in respect of those Goods.

21 Assignment and Subcontracting

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

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

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

22 Dispute Resolution

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

22.2 Notwithstanding the foregoing, any Dispute that has not been amicably resolved pursuant to clause 22.1 within sixty (60) Business Days shall finally be resolved by arbitration in

accordance with the Rules of Arbitration of the International Chamber of Commerce current at the date of reference (the **ICC Rules**) as amended herein:

- 22.3 pursuant to which the dispute shall be finally resolved on the basis that:
- (a) there shall be one arbitrator;
 - (b) the Parties shall endeavour to agree on the nomination of the sole arbitrator but failing agreement between them within a period of fourteen (14) days after receipt of the claimant's request for arbitration, the arbitrator shall be appointed by the Court of Arbitration of the International Chamber of Commerce under the ICC Rules;
 - (c) the seat of the arbitration shall be London, England, save that the Parties expressly agree that leave to appeal under section 69(1) of the Arbitration Act 1996 or an application for the determination of a preliminary point of law under section 45 of the Arbitration Act 1996 may not be sought with respect to any question of law arising out of an award or in the course of the proceedings;
 - (d) the language of the arbitration shall be English;
 - (e) the Emergency Arbitrator Provisions of the ICC Rules shall not apply; and
 - (f) notwithstanding the governing law clause, the arbitration and the agreement to arbitrate shall be governed by the law of England & Wales.
- 22.4 The Parties agree to be bound by any decision, award or ruling of the arbitral tribunal under this clause 22 and shall be final and binding on the Parties, and the Parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or relevant party or its assets.
- 22.5 Except as the tribunal or a competent judicial authority may determine, pending the resolution of any Dispute, both Parties must continue to perform their obligations under this Contract, except in the case of a disputed Invoice under clause 11.9, in which case the Company is not required to pay the amount disputed.

23 Notices and Manner of Delivery

- 23.1 Unless otherwise specified in this Contract any notice, approval, consent or other communication in relation to this Contract must be in writing, in the English language and delivered by the Permitted Method to the attention of the relevant Representative to the address for notices for the relevant Representative, out in the Contract Specifics.
- 23.2 A notice submitted in accordance with clause 23.1 is effective at the time stated in clause 23.5, and if this is after 5pm in the place of receipt, will be considered to be received on the next Business Day.
- 23.3 This clause does not prevent normal, day-to-day communications between the Parties taking place by email.
- 23.4 A notice given pursuant to clauses 14 and 22 may not be sent electronically by email or as an attachment to an email.

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

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

24 Inconsistency between Parts of this Contract

- 24.1 To the extent of any inconsistency between the several parts of this Contract, the order of precedence set out in clause 2.1 of the Form of Agreement will apply.

25 Corruption and Trade Controls

25.1 Anti-corruption and anti-fraud

- (a) Notwithstanding any other provision of this Contract, the Contractor shall at all times:
- i. comply with all applicable Anti-Corruption Laws;
 - ii. comply with the Anti-Corruption Policies;
 - iii. maintain in place throughout the duration of this Contract its own policies and procedures to ensure compliance with the Anti-Corruption Laws, the Anti-Corruption Policies and will enforce them where appropriate;

- iv. immediately report to the Company any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Contract;
 - v. immediately notify the Company in writing if a Government Official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor;
 - vi. not, either directly or indirectly, pay any commission or fees or grant any rebates or other remuneration or gratuity to any employee, agent, or officer of the Company or any of its Related Entities;
 - vii. immediately notify the Company if any person solicits improper payments or other things of value from the Contractor in connection with Contractor's work on behalf of the Company and its Related Entities; and
 - viii. ensure that no monies paid to it by the Company under this Contract shall be used by the Contractor for bribery or similar illegal activity.
- (b) The Contractor warrants and represents that in relation to this Contract:
- i. none of the officers, directors, or employees, shareholders (registered or beneficial), or individuals with a direct or indirect financial interest in the Contractor are Government Officials. The Contractor shall notify the Company promptly in writing if a Government Official acquires an ownership or beneficial interest in the Contractor, or become an officer or director of the Contractor.
 - ii. it has not, and will not, promise, offer, give or authorize the giving of any payments or the provision of other things of value to any individual or entity to obtain business, to retain business, to receive an improper advantage, or to receive favoured treatment. These prohibitions apply even if payments of this kind are commonplace and accepted as a way of doing business in a given part of the world.
 - iii. it has not received, agreed or attempted to receive the proceeds of or profits from a crime or agreed to assist any person to retain the benefits of a crime;
 - iv. it will perform appropriate anti-corruption-related due diligence on any Subcontractor engaged to perform this Contract and inform any such Subcontractor of the Company's anti-corruption-related policies in advance of the Subcontractor performing services or receiving funds provided to the Contractor pursuant to this Contract.
- (c) The foregoing representation and warranties shall be continuing in effect throughout the term of this Contract, and the Contractor shall immediately notify the Company in writing if any aspect of such representations and warranties ceases to be complete and accurate.
- (d) In performance of the services in connection with this Contract, Contractor shall not use any Subcontractors or third parties without the prior written consent of the Company. Contractor shall require that any Subcontractors used in connection with this Contract agree to the terms contained in this clause.
- (e) Contractor and any Subcontractor the Contractor uses in connection with this Contract shall provide such periodic certificates of compliance with this clause as may from time-to-time be reasonably requested in writing by the Company.

- (f) Upon request from the Company, the Contractor shall make its books and records available for review so that the Company may confirm compliance with terms of this Contract.
- (g) Contractor's failure to abide by this clause 25 shall be deemed a material breach of this Contract, and:
 - i. the Company shall have no further obligation to pay the Contractor;
 - ii. the Contractor shall immediately repay the Company the amount of funds or value paid by Contractor to a third party in breach of this clause;
 - iii. the Contractor shall hold harmless and indemnify on demand the Company for any losses, liabilities, costs, expenses (including attorneys' fees and court costs), penalties and sanctions related to or arising out of Contractor's breach of this clause; and
 - iv. the Company shall be entitled to immediately suspend or terminate this Contract pursuant to clause 14 of this Contract.

25.2 Sanctions

- (a) The Contractor shall ensure that:
 - i. it complies with the export control and sanctions laws of the United States, European Union, Canada, and other applicable government authorities, including without limitation the Export Administration Regulations;
 - ii. it will not infringe any embargo imposed by the European Union, United Kingdom, Canada, the United States, the United Nations or any other applicable jurisdiction (including the jurisdiction of incorporation of the Contractor), also considering the limitations of domestic business and prohibitions of by-passing;
 - iii. in relation to goods, works or services provided by, or supplied to a third party by the Contractor, these are not intended for use in connection with armaments, nuclear technology or weapons, if such use is subject to prohibition or authorisation which has not been obtained; and
 - iv. it complies with the regulations applicable to Sanctioned Persons concerning the trading with entities, persons and organisations listed therein
- (b) The Contractor and any Subcontractor the Contractor uses in connection with this Contract shall provide periodic certificates of compliance with this clause as may from time-to-time be reasonably requested in writing by the Company.
- (c) The Contractor represents and warrants that it is not a Sanctioned Person and to the best of its knowledge, it is not likely to become a Sanctioned Person for the duration of this Contract. The foregoing shall be continuing in effect throughout the term of this Contract, and the Contractor shall immediately notify the Company in writing if any aspect of such warranty ceases to be complete and accurate.
- (d) Nothing in this Contract requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by, or subject to, penalty under any applicable national and international export control laws and regulations (including trade sanctions).

- (e) The Contractor's failure to abide by this clause, or the Contractor exposing the Company to the risk of penalties under any applicable export control and sanctions laws, shall be deemed a material breach of this Contract, and:
 - i. the Company shall have no further obligation to pay the Contractor, including for any amounts that may be owed by the Company to the Contractor prior to the date the Contractor became a Sanctioned Person;
 - ii. the Contractor shall immediately repay the Company the amount of funds or value paid by the Contractor to a third party in breach of this clause;
 - iii. the Contractor shall hold harmless and indemnify on demand the Company for any losses, liabilities, costs, expenses (including attorneys' fees and court costs), penalties and sanctions related to or arising out of Contractor's breach of this clause; and
 - iv. the Company shall be entitled to immediately suspend or terminate this Contract pursuant to clause 14 of this Contract.
- (f) If required to conduct export control checks, the Contractor, upon request by the Company but subject to the Company complying with all reasonable requirements as to confidentiality, shall promptly provide the Company with all information pertaining to the source of particular goods, works and services provided by the Contractor as part of the Drilling Services, as well as any applicable export control restrictions.
- (g) Nothing in this Contract requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under any applicable national and international export control Laws and regulations (including trade sanctions).

26 Audit and Retention of Documents

- 26.1 During the performance of Drilling Services, and for a period ending five years after the end of the last Defects Correction Period, the Company, or a third party appointed by the Company, may from time to time conduct an audit of:
 - (a) all invoiced charges made by the Contractor to the Company;
 - (b) the Contractor's compliance with any applicable Law;
 - (c) the Contractor's adherence to its obligations under clause 25; or
 - (d) any other provision of this Contract under which the Contractor has obligations, the performance of which is capable of being verified by audit.
- 26.2 The Contractor shall provide the Company with all reasonable access during the performance of Drilling Services (including the taking of copies) to all Contractor's Personnel, books, records, systems, monthly reports on payments made to the Subcontractors, a going concern statement from the Contractor's auditors, procedures and correspondence relating to this Contract, to audit and verify for any reasonable purpose including monitoring efficiency, verifying price and determining best practice in relation to the performance of Drilling Services. Should the Company reasonably require to have the

Contractor's financial statements be inspected by its auditors, such auditors shall be subject to the same confidentiality obligations as set out in this Contract.

- 26.3 Without limiting any other rights and remedies available to the Company, if any deficiencies are identified by an audit undertaken under clause 26.2, the Contractor shall, at its cost and expense, take prompt corrective action and notify the Company of such action including repayment of any sums (with finance charges) as may be appropriate to the Company.
- 26.4 The Contractor shall maintain and retain for a period of the later of two years after the end of the last Defects Correction Period or the completion of any audit initiated by the Company under clause 26.2 after the end of the last Defects Correction Period, clear, full and proper records of all Drilling Services provided including all details and data used in the creation of Invoices.
- 26.5 This clause survives the termination or expiry of this Contract.

27 Representations and Warranties

- 27.1 Without limiting any other term of this Contract, the Contractor represents and warrants to the Company that each of the statements made in clause 27.3 is correct as at the execution date of this Contract and shall remain so until the End Date. The Contractor acknowledges that a breach of any such warranties may (in the Company's sole discretion) be regarded as constituting a material breach for the purpose of clause 14.2.
- 27.2 This clause 27 survives the termination or expiry of this Contract.
- 27.3 The Contractor represents and warrants to the Company that:
- (a) it is a legal entity, duly incorporated and validly existing under the Laws of its jurisdiction of incorporation;
 - (b) for the duration of this Contract, it will remain incorporated in its jurisdiction of incorporation as at the date of this Contract;
 - (c) it has full corporate power to enter into, and perform, this Contract, and neither the execution of this Contract nor the performance of the Drilling Services results shall result, in a breach of:
 - i. the terms of, or constitute a default under, any agreement, undertaking or instrument; or
 - ii. any order, rule, writ, regulation, injunction or decree of any court or Authority or Law applicable to the Contractor by which the Contractor may be bound;
 - (d) it is, and the Contractor's Personnel (including any additional or replacement Contractor's Personnel) are, suitably equipped, organised, qualified, financed, trained and experienced to perform all of its/their obligations under this Contract,

and shall exercise the level of care and skill usually exercised in accordance with Good Industry Practice in the performance of Drilling Services;

- (e) this Contract has been validly executed by the Contractor, and constitutes valid and binding obligations of the Contractor enforceable according to its terms;
- (f) neither the performance of Drilling Services infringes or shall infringe on the Intellectual Property Rights of any third party; and
- (g) all information provided to the Company in connection with the Company's due diligence review questionnaire is complete, true and accurate in all material respects as at the date provided and not misleading in any material respect and there is no information not disclosed which renders any information given to the Company incomplete, inaccurate or misleading.
- (h) 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 Company's decision to retain the Contractor to carry out the Drilling Services and to perform its other obligations under this Agreement.

28 General

- 28.1 This Contract will be governed by, construed and take effect in accordance with the Governing Law.
- 28.2 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply in any respect to this Contract.
- 28.3 The Parties do not intend any term of this Contract to be enforceable by any person who is not a Party to this Contract, other than any Barrick Group Company or the Company's Representative to the extent referred to in this Contract. Notwithstanding the foregoing, the Parties may, by agreement, rescind or vary this Contract without the consent of any third party to whom the right of enforcement of any of its terms has been expressly provided.
- 28.4 To the fullest extent permitted by Law, in relation to the subject matter of this Contract, this Contract constitutes the entire agreement between the Parties and supersedes any prior written or other agreement between the Parties relating to the subject matter of this Contract. Each Party acknowledges that in entering into this Contract, it is not relying on any representation, warranty or other statement relating to the subject matter of this Contract which is not set out in this Contract, provided that nothing herein shall affect a Party's rights in the case of fraud.
- 28.5 Nothing contained in this Contract is to be construed as constituting a joint venture, agency or partnership or employment relationship between the Contractor (or its Personnel) and the Company.
- 28.6 An amendment to any term of this Contract or a waiver of any right arising under or in connection with this Contract, must be in writing and signed by the authorised representatives of both Parties.
- 28.7 This Contract may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Contract. All



counterparts, taken together, constitute one instrument. A Party may execute this Contract by signing any counterpart.

Schedules

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Schedule 1

Drilling Services

Scope of Work	[To be inserted]
Purpose	[To be inserted]
Quantity	[To be inserted]
Completion Date	[To be inserted]
Applicable Standards	[To be inserted]

END OF Schedule 1

Contract Pricing

[To be inserted]

END OF Schedule 2

Drilling Plan

[To be inserted]

END OF Schedule 3

Key Performance

[To be inserted]

END OF Schedule 4

Schedule 5

Personal Requirements

[To be inserted]

END OF Schedule 5

Schedule 6

Insurance Requirements

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

Types of Insurances and Requirements to Insurance Companies

1. In addition to any mandatory requirements to the insurances to be obtained by the contractor in accordance with the applicable Laws, the Contractor shall at its own cost and expense effect and maintain throughout the validity of the Contract, the following insurance policies []:
 - (i) **Workers' Compensation and Employer's Liability Insurance:** insurance in accordance with the requirements of applicable Laws which shall cover legal liability for death of or injury (including illness) to Contractor Personnel (including any other person deemed by statute to be an employee of the Contractor) engaged in doing anything for the purpose of the performance of the Supply or executing the Contractor's rights or obligations under this Contract with policy limits not less than **US\$ 1 million** per occurrence or as required by the laws of the states affected by the Agreement.
 - (ii) **Motor Vehicle Liability Insurance:** insurance which shall comply with applicable Laws, covering legal liability for injury, illness or death of persons and loss or damage to property arising out of or in connection with vehicles used (whether or not owned) in connection with this Contract with policy limits not less than **US\$1 million** per occurrence.
 - (iii) **Commercial General Liability Insurance (Bodily Injury Property Damage, and if applicable, coverage for explosion, collapse and underground):** insurance written on a broad form occurrence basis covering legal liability in respect of death or personal injury of third parties (including the Company Personnel) and physical loss of and/or damage to any property (including the Company's existing property and any parts of the Supply which have been accepted by the Company) occurring in connection with the performance of the Supply or executing the Contractor's rights or obligations under this Contract with policy limits not less than **US\$ 5 million** per occurrence.
 - (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 Contract, with policy limits not less than the replacement value of the Contractor's Plant and Equipment. If Contractor's Plant and Equipment is used underground additional property damage cover should be obtained.
 - (vi) Where any insurance policy effected and maintained by the Contractor includes an annual aggregate limit of indemnity, the Contractor shall advise the Company of any claim that may reduce the annual aggregate limit of indemnity and the Company may require the Contractor to effect and maintain additional insurance cover which reinstates that limit that has been eroded by payments under the policy, at the Contractor's cost and expense.
2. The Contractor shall procure that each insurance policy to be taken out in accordance with the Contract:
 - (i) is effected with an insurer of international repute and reasonably acceptable to the Company;

- (ii) is on terms specified in this Contract or, if not so specified, provide a reasonable and appropriate level of cover having regard to the risks assumed by the Parties in relation to the performance of this Contract; and
 - (iii) incorporate a provision requiring the giving of notice to the additional insureds at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies.
- 3. The insurance policies to be effected and maintained by the Contractor under this Contract, with the exception of professional indemnity insurance, shall, where permitted by Law:
 - (i) include the Company and such other parties as the Company may designate and their respective affiliates, officers, directors and employees as an additional named insured;
 - (ii) be primary and non-contributory with respect to any insurance carried independently by the additional named insureds;
 - (iii) include a waiver of subrogation endorsement in favour of the additional named insureds for losses or claims arising out of the performance of this Contract;
 - (iv) provide that each additional named insured is insured in its own right and the insurance applies, except in respect of limits of liability and deductible, as if a separate policy has been issued to each additional named insured; and
 - (v) provide that any non-disclosure, act, omission, breach or default by any insured shall not in any way adversely affect the cover provided to another insured.

Proof of Insurance

- 4. The Contractor shall provide the Company with a scanned copy in Adobe Portable Document Format (PDF format) of all certificates of currency as satisfactory evidence of each insurance policy to be affected in accordance with this Contract signed by either the Contractor's insurer or insurance broker:
 - (i) seven (7) days prior to the Start Date;
 - (ii) within fourteen (14) days of any request by the Company; and
 - (iii) immediately on any change to, or renewal of, a policy.
- 5. The Contractor shall:
 - (i) not materially alter the terms and conditions of any insurance policy effected and maintained under this Contract unless prior written agreement has been obtained from the Company (such agreement shall not be unreasonably withheld);
 - (ii) immediately notify the Company in writing of the cancellation or lapse of any insurance policy; and
 - (iii) if requested by the Company, provide copies of the insurance policies it is required to effect and maintain under the Contract.
- 6. If the Contractor fails to effect or keep in force any of the policies of insurance which are required by this Contract to be affected or kept in force, or fails to comply with the requirements of this Schedule, the Company may:
 - (i) effect and keep in force any relevant insurance and pay any premiums as may be necessary for that purpose; and
 - (ii) recover as a debt due from the Contractor the amount so paid and the amount of any excess borne by the Company and/or deduct such amounts from any monies otherwise due to the Contractor under this Contract.

Grounds to Refuse Claim

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

Subcontractors

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

Deductibles

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

END OF Schedule 4

IP Requirements

NOT APPLICABLE

END OF Schedule 5

Responsibility Matrix

[To be inserted]

END OF Schedule 6