



Forward Purchase Agreement

Tasiast Mauritanie Limited S.A. (“Buyer”)
and

[LEGAL NAME OF SUPPLIER] (“Supplier”)

RFP Description

RFP Ref: - KT **00##**

Commencement Date	Duration	Commodity
XX-XX-2017	24 / 36 Months	Commodity
Number of Pages	Contract Number	Site
40	Contract number XXX	Tasiast

EXHIBIT “B”

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PART 1. PREAMBLE

The purpose of this Agreement is to streamline the purchasing process of Tasiast Mine for the goods and materials listed in this Agreement. With a signed Forward Purchase Agreement in place, the Supplier will guarantee pricing and delivery of the items listed in the Agreement for the period defined. This will allow the Buyer's procurement team to support operational requirements in a timely and efficient manner, whilst remaining fully compliant with Kinross Supply Chain Policies. As such the Supplier is expected to readily support the Buyer in the supply of goods, expediting and on-time delivery. The Supplier's service level will be reviewed against this requirement and future business will be based on the Supplier's ability to provide a cost-effective, timely, efficient and high-quality supply/service to the Buyer.

PART 2. FORM OF AGREEMENT

BETWEEN: **Supplier name** having a **Head Office** at xxxxxx

(the "**Supplier**")

AND: **TASIAST MAURITANIE LIMITED S.A**, a Company formed in Mauritania, having its registered office at ZRA 50, PO Box 5051 Nouakchott, Mauritania

(the "**Buyer**")

(each, a "**Party**" and collectively, the "**Parties**")

WHEREAS the Buyer desires to establish a formal relationship for the purchase of Goods (as defined herein);

AND WHEREAS the Buyer wishes to retain the Supplier to provide and sell the Goods, and the Seller is willing to do so, on the terms and conditions of this Agreement.

IN CONSIDERATION of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1
GENERAL

1.1 Definitions. The following terms used in this Agreement are used as defined in this Article 1 or elsewhere in this Agreement (such terms to be equally applicable to the singular and plural forms thereof):

(a) “**Agreement**” shall mean this Forward Purchase Agreement and its Schedules, as duly executed between the Parties.

(b) “**Goods**” shall mean, collectively, the materials, as well as the supplies, goods, equipment and all the related services such as maintenance and after-sales services to be supplied by the Supplier in accordance with this Agreement and a Purchase Order that are listed in Schedule A, as the same may be amended from time to time by the Parties.

(c) “**Price**” shall mean, collectively, the rates or prices specified in Schedule A and identified in each Purchase Order according to the provisions in Article 5 on this Agreement.

(d) “**Purchase Order**” or “**PO**” shall mean any purchase order issued pursuant to Article 2.1 for the purchase of Goods pursuant to this Agreement, as well as any special conditions, specifications, data sheet, drawings, exhibits and other documents attached to such Purchase Order form or specifically referred to therein.

(e) “**Representatives**” shall mean the directors, officers, employees, subcontractors and agents in respect of a Party or another Person (as defined herein).

1.2 Purchase and Sale. The Supplier agrees to sell and the Buyer agrees to purchase Goods at the price determined in accordance herewith and in accordance with the terms and conditions of this Agreement. Unless expressly provided in Schedule A, the Buyer does not commit to purchasing any minimum volume or quantity of Goods.

1.3 Term of Agreement. The term of this Agreement shall begin on the date first written above and end on [D M 20XX], unless extended by mutual agreement of the Parties in writing or terminated earlier in accordance with the provisions set out herein.

ARTICLE 2
ACCEPTANCE OF OFFER

2.1 By placing into production, in whole or in part, any goods, materials or equipment identified in the Purchase Order (collectively, the “**Goods**”), delivering any such item or performing any related services identified in the Purchase Order (collectively, the “**Works**”), Supplier agrees that it has read and understood, and agrees to be bound by, the Purchase Order, including these terms and conditions. Any additional or different terms or conditions proposed by Supplier (including those contained in Supplier’s quotation forms, acknowledgment forms, invoices or other correspondence), are rejected by Buyer and do not form part of the Purchase Order.

2.2 The Purchase Order, including these terms and conditions and any additional documents attached to it, constitutes the sole and entire agreement between Buyer and Supplier with regard to the Works and supersedes any prior understandings and agreements relating thereto. No other representations, warranties, terms, conditions or duties (including any that may be implied) shall be binding upon Buyer, unless expressly accepted by Buyer in writing. Neither Buyer nor Seller was induced to enter into the Purchase Order in reliance on, and therefore there will be no liability assessed, either in tort, in contract or otherwise, with respect to any warranty, representation, opinion, advance or assertion of fact, except to the extent it has been reduced to writing and included as a term of the Purchase Order.

ARTICLE 3 PERFORMANCE OF THE WORK

- 3.1 Seller shall perform and deliver the Works in accordance with the Purchase Order, including these terms and conditions and any schedule or timing set out in the Purchase Order. Seller may not make any partial shipments of Works unless such partial shipments are contemplated by the Purchase Order or approved by Buyer in advance in writing.
- 3.2 Neither the quantity nor the quality of the Works shall differ from that specified in the Purchase Order, unless Buyer expressly orders a change to the quantity or quality using a change order, amendment or similar document that makes specific reference to the Purchase Order. Buyer is not liable for excess quantities delivered by Seller, and may return excess quantities to Seller at Seller's expense.

ARTICLE 4 RELATIONSHIP

- 4.1 Seller shall be solely responsible for the supervision and compensation of its directors, officers, employees, subcontractors, sub-suppliers and agents (in respect of either party, each, a “**Representative**” and collectively, “**Representatives**”) performing the Works. Seller shall perform the Works at all times as an independent contractor. Neither Seller nor any of its Representatives are or shall be employees, partners, co-ventures, principals or agents of Buyer, and no such person shall be entitled to receive from Buyer any benefits whatsoever, except for the compensation set out in Section 5.1 of these terms and conditions. . For the avoidance of doubt, Buyer shall not indemnify or reimburse Seller for any employment tax, contributions or levies in respect of Seller’s Representatives.
- 4.2 Seller will not, without the prior written consent of Buyer, enter into any contract or commitment in the name of or on behalf of Buyer or bind Buyer in any respect whatsoever, except as otherwise provided in the Purchase Order.
- 4.3 Seller shall not subcontract any part of the Works to any person without the prior written consent of Buyer, except as otherwise provided in the Purchase Order. If Seller subcontracts any part of the Works, such subcontracting shall not relieve Seller from its obligations under the Purchase Order. Seller shall be responsible for the acts and

omissions of any subcontractor or sub-supplier engaged by it for the purpose of performing any part of the Works.

ARTICLE 5 **PRICES AND PAYMENTS**

- 5.1 Buyer shall pay Seller the prices for the Works set out in the Purchase Order. Unless otherwise stated in the Purchase Order, prices are in Mauritania Ouguiyas, and payments will be made in Mauritania Ouguiyas, in accordance with the applicable provisions of the Purchase Order. Buyer shall pay the undisputed portion of any invoice within the time for payment set out in the Purchase Order (and if no time for payment is set out in the Purchase Order, within 30 days of receipt of Seller's invoice and supporting materials). All prices stated in the Purchase Order are firm and not subject to escalation, unless otherwise specified in the Purchase Order.
- 5.2 Unless the Purchase Order states otherwise, prices shall be deemed to exclude, if applicable, value-added tax with respect to any payment by Buyer to Seller under the Purchase Order, and Seller shall be responsible for all other taxes, fees and levies, including withholding tax, corporate income tax, personal income tax and social security/payroll taxes relating directly or indirectly to the Works. In the event that part or all of the Works are exempt or become exempt from Mauritanian VAT as per the Mauritanian tax code or other Applicable Law (as that term is defined below), Seller shall invoice without VAT to Buyer.
- 5.3 For payment of any and all taxes, fees, levies or other payments for which Seller is responsible under the Purchase Order, Seller shall comply with Applicable Law. All penalties and fines, if any, on Seller or any of its Representatives, shall be Seller's sole responsibility.
- 5.4 When required by Applicable Law, Buyer may withhold from Seller (and remit, if required by the relevant governmental authority) monies due or which become due, until such time as Seller produces the appropriate official certificate from the relevant taxation authorities evidencing that Seller's obligations have been fully met.
- 5.5 Buyer may withhold from any payment due or to become due to Seller a reasonable amount sufficient to satisfy fully any liability of Seller under the Purchase Order.
- 5.6 Any Goods to be imported in Mauritania pursuant to the Purchase Order to which these terms and conditions are attached shall be subject to this Section 5.6. Seller shall coordinate the import of Goods into Mauritania with Buyer so that all Goods are assessed at the tax and customs duty rates and/or exemption thereof applicable to the Goods' import pursuant to Mauritanian legislation and specific agreements entered into between Buyer and Mauritanian authorities, whichever enables the Goods to be assessed at the lowest rates. For this purpose, Seller shall comply with the instructions that may be issued from time to time by Buyer with respect to the customs clearance process. Buyer shall not pay or reimburse Seller for any taxes or customs duties paid with respect to any Goods over and above the rates applicable to the Goods' import pursuant to Mauritanian

legislation and specific agreements entered into between Buyer and Mauritanian authorities, whichever enables the Goods to be assessed at the lowest rates. Seller acknowledges that the reduced tax and customs duty rates or exemption thereof that have been granted pursuant to the specific agreements entered into between Buyer and Mauritanian authorities, and Supplier's strict compliance with this Section 5.6, constitute an essential consideration of Buyer to issue the Purchase Order. For the purpose of this Section 5.6, tax and customs duties include, without limitation, the *Droit Fiscal à l'Importation* (DFI), the *Redevance Statistique* (RS), the *Précompte d'Impôt Minimum Forfaitaire* (IMF) and the *Taxe sur la Valeur Ajoutée* (TVA).

ARTICLE 6 **INVOICES**

- 6.1 Seller shall prepare and submit invoices for the Works in accordance with the terms set out in the Purchase Order.
- 6.2 Seller shall set out in each invoice Seller's tax registration numbers and details of all charges and authorized expenses, and each invoice shall be accompanied by copies of any applicable freight bills, dock receipts, freight forwarder receipts, bills of lading, packing lists, certificates of origin, time sheets, original receipts and other evidence acceptable to Buyer that the relevant milestone in respect of the Works, or the required progress in the Works, has been achieved. Invoices must show the name of the site or other destination to which any Works were delivered or shipped, and if applicable, where the Works were performed. If any value-added tax, goods and services tax, sales tax, stamp tax or tax of a similar nature is applicable to the Purchase Order, it must be stated separately on each invoice. Any services provided shall be itemized separately from Goods and other charges. Seller shall include in each invoice any other information that Buyer may reasonably request. Invoices shall be issued by Seller in a form that is compliant with Mauritanian tax and legal requirements, as they may be amended. The Buyer may from time to time address to the Seller instructions related to the invoicing modalities to take into account tax, customs and/or exchange control regulations applicable to the Works, in accordance with applicable Mauritanian legislation and specific agreements entered into between the Buyer and Mauritanian authorities. The Seller hereby undertakes to comply with and implement any such instructions as from receipt thereof.
- 6.3 Goods, materials or equipment shall be considered received by Buyer and subject to payment only when Buyer has received confirmation that such goods, materials or equipment have been delivered in accordance with the terms set out in the Purchase Order at the nominated delivery place.

ARTICLE 7 **TERMS OF PAYMENT**

- 7.1 All payments to Seller under the Purchase Order shall be solely by cheque or bank transfer. No payment shall be in cash or bearer instrument, and no payment shall be made to any person other than Seller.

- 7.2 Claims for progress payments, if contemplated by the Purchase Order, shall include detail of the value of Works completed for each major item comprising the total value of the Purchase Order. Seller shall submit supporting documentation to verify the Works completed with each progress claim.
- 7.3 Where the Purchase Order requires Buyer to make a down payment or advance payment to Seller in an amount that exceeds US\$50,000 (or equivalent thereof in Mauritania Ouguiyas or any other currency, if the Purchase Order is denominated in Ouguiyas or such other currency), Seller shall deliver to Buyer a bank guarantee in the same amount as the down payment or advance payment, in a form satisfactory to Buyer, prior to Buyer making such payment. Seller shall not permit the bank guarantee to expire until 60 days after the earlier of (i) delivery of all the Works or (ii) earlier termination of the Purchase Order in accordance with its terms, at which time Buyer shall promptly return the bank guarantee to Seller.

ARTICLE 8 **DELAYS**

- 8.1 Buyer may, at any time, request written assurance that Seller will complete its performance and delivery of the Works in accordance with the schedule set out in the Purchase Order, and Seller shall promptly provide such assurance or explain why such assurance cannot be provided.
- 8.2 If the value of the Purchase Order exceeds US\$1,000,000 (or equivalent thereof in Mauritania Ouguiyas or any other currency, if the Purchase Order is denominated in Ouguiyas or such other currency), or if the Purchase Order makes specific reference to liquidated damages for delay, Seller shall be liable to Buyer for liquidated damages in an amount equal to 2% of the value of the Purchase Order for every full week (seven calendar days) that performance or delivery of any part of the Works is delayed past the date set out in the Purchase Order that applies to such part of the Works, up to a maximum of 10% of the value of the Purchase Order. Under no circumstances shall Seller be liable under this Section 8.2 for an amount greater than 10% of the value of the Purchase Order. Buyer and Seller agree that the liquidated damages described in this Section 8.2 represent a genuine pre-estimate of Buyer's damages and are not a penalty.
- 8.3 Upon reaching the 10% maximum described in Section 8.2, if the applicable part of the Works is delayed further, Buyer may cancel the Purchase Order, in whole or part, as to Works not already performed, delivered or in transit at the date of cancellation, without any liability to Seller for cancellation charges.
- 8.4 Regardless of whether the value of the Purchase Order exceeds US\$1,000,000 (or equivalent thereof in Mauritania Ouguiyas or any other currency, if the Purchase Order is denominated in Ouguiyas or such other currency), Buyer may treat as a default any failure by Seller to perform or deliver any part of the Works in accordance with the schedule set out in the Purchase Order, and exercise its right to terminate the Purchase Order for default in accordance with Section 9 and 10 below.

ARTICLE 9
TERMINATION FOR CONVENIENCE

- 9.1 Buyer may, in its sole and absolute discretion, terminate the Purchase Order upon 7 days of prior written notice in respect of all or part of any Works not already performed, delivered or in transit at the date of such notice. Upon termination pursuant to this Section, Buyer shall pay Seller the cost incurred by Seller in connection with performance of the applicable Works prior to the date of termination, provided that (i) the amount claimed by Seller must be supported by documentation that is reasonably satisfactory to Buyer and (ii) the amount payable by Buyer pursuant to this Section, when added to all previous payments made or payable for such Works, shall not exceed the total price for such Works stated in the Purchase Order.
- 9.2 Notwithstanding Section 9.1, if the Purchase Order sets out cancellation charges, Buyer shall pay the applicable cancellation charges, and shall not also be liable for the amount described in Section 9.1. Upon payment of the amount described in Section 9.1 or this Section 9.2 , as applicable, title to and property in any goods, materials or equipment forming part of any incomplete Works shall pass to Buyer.

ARTICLE 10
TERMINATION FOR DEFAULT

- 10.1 In the event of a material breach by Seller of any of the terms of the Purchase Order, Buyer may, in its sole and absolute discretion, and without prejudice to any of its other rights, notify Seller in writing of its intention to terminate the Purchase Order if Seller does not cure the breach (or make substantial progress toward curing the breach, satisfactory to Buyer in its sole and absolute discretion) within one week (seven calendar days) of such notice. If Seller fails to cure the breach (or make satisfactory progress) during this notice period, Buyer may terminate the Purchase Order effective as of the expiry of the notice period.
- 10.2 Buyer may terminate the Purchase Order immediately upon written notice in the event that Seller (i) ceases, or threatens to cease, to carry on all or a substantial part of its business, (ii) makes a general assignment for the benefit of its creditors, generally fails to pay its debts as they fall due, admits in writing its inability to pay its debts generally or has a receiver, trustee or person with similar powers appointed, (iii) commences, or has commenced against it, any proceedings or takes any steps for the dissolution, liquidation or winding up of Seller or for relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement or compromise or (iv) appoints a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers in respect of Seller or a substantial part of its assets, or one is appointed for Seller.
- 10.3 Buyer may terminate the Purchase Order at any time without advance notice if (i) it has a reasonable basis for concluding that Seller has breached any provision of Section 19 or (ii) any governmental or regulatory body having jurisdiction over Seller or any aspect

or part of the Works alleges that Seller or any of its Representatives has acted in a manner that breaches Section 19.

ARTICLE 11 SERVICES FORMING PART OF THE WORKS

- 11.1 Seller shall perform, and shall cause its Representatives to perform, any services forming part of the Works (whether in respect of design, engineering, procurement, manufacturing, fabrication, assembly, transportation, storage, installation, testing, commissioning or another purpose) in accordance with (i) good, safe and workmanlike practices, (ii) the professional standards usually followed or observed by suppliers in the same industry as Seller, (iii) the requirements set out in the Purchase Order and (iv) applicable site policies of Buyer provided to Seller, including site policies relating to health and safety. Unless the Purchase Order states otherwise, Seller shall supply all goods, materials or equipment necessary for the performance of such services. The Seller shall set out the compensation payable for any such services and the reimbursable expenses relating to any such services as separate items on each invoice, in accordance with the Purchase Order.
- 11.2 Seller acknowledges and agrees that Buyer shall have exclusive, unlimited ownership rights to any and all work product developed by Seller or any of its Representatives, either solely or jointly with others, in connection with custom design, engineering or similar services forming part of the Works, whether as individual items or a combination of components, including any information, data, text, document, electronic file, computer program, image, drawing, chart, schematic, invention, prototype, improvement, method or creation (collectively, “**Work Product**”). Notwithstanding anything to the contrary in these terms and conditions, Seller shall not transfer to Buyer any ownership interest in intellectual property in existence prior to the date of the Purchase Order (“**Retained Intellectual Property**”). To the extent that any Retained Intellectual Property is included or incorporated in any Work Product, Seller grants to Buyer a perpetual, irrevocable, fully paid-up, royalty-free, worldwide and non-exclusive licence to use such Retained Intellectual Property for the purpose of using such Work Product.

ARTICLE 12 PROGRESS REPORTS

Unless the Purchase Order states otherwise, or Buyer indicates otherwise in writing during the performance of the Works, commencing the first Monday after the date of the Purchase Order, and every Monday thereafter until all Works have been performed, shipped, delivered or completed in accordance with the Purchase Order, Seller shall submit a detailed progress schedule and report, including with respect to any design, engineering, procurement, manufacturing, fabrication, assembly, transportation, storage, installation, testing or commissioning.

ARTICLE 13
INSPECTION IN PROGRESS

- 13.1 Seller agrees that Buyer or its designated Representative shall have the right to inspect all Works identified in the Purchase Order at any stage of design, engineering, procurement, manufacturing, fabrication, assembly, transportation, storage, installation, testing or commissioning, including, upon reasonable notice, a right to inspect the premises and activities of Seller and Seller's subcontractors or sub-suppliers for the Works.
- 13.2 Prior to delivery of any Works, Buyer or its designated Representative shall have the right to reject any Works in progress that do not satisfy the requirements of the Purchase Order, and Seller shall correct or repair such rejected Works at no additional cost to Buyer. Any such inspection or any lack of such inspection shall be without prejudice to any other right of Buyer under the Purchase Order.

ARTICLE 14
TRANSPORTATION AND PACKING

- 14.1 Immediately upon shipping any Works, Seller shall notify Buyer of the date and time of shipment, the kind and amount of the Works shipped and the route and method of shipment, referencing the number of the Purchase Order.
- 14.2 Notwithstanding any other provision in these terms and conditions, with respect to all Works shipped to Buyer, Seller shall:
- 14.2.1 place the Works at the disposal of the Buyer at the time and point of delivery set out in the Purchase Order, in accordance with the agreed Incoterm or similar delivery term set out in the Purchase Order;
- 14.2.2 pack the Works in a suitable manner so that all items arrive at the destination in an undamaged condition. Seller shall skid mount all crates. For all goods, materials or equipment weighing more than five (5) tonnes, Seller shall clearly indicate lifting points and the centre of gravity; and
- 14.2.3 bear the cost of checking operations (such as checking quality, measuring and accounting) necessary for the purpose of placing the goods, materials or equipment at the disposal of the Buyer.
- 14.3 With respect to all Works shipped to Buyer from overseas, in addition to the above, Seller shall:
- 14.3.1 provide suitable packaging for ocean or air freight, as applicable, so that all items will arrive at the destination in an undamaged condition; and
- 14.3.2 provide Buyer (at Buyer's request and expense) with assistance in obtaining any documents issued in the country of delivery and/or origin that Buyer may require for the purpose of exportation and/or importation.

- 14.4 Buyer shall bear all charges and risks for the Works from the time when it accepts delivery at the time and point of delivery set out in the Purchase Order, in accordance with the agreed Incoterm or similar delivery term set out in the Purchase Order.
- 14.5 If the Purchase Order states that Buyer reserves the right to take delivery of the Works on any date within a certain period, Buyer shall bear reasonable additional documented costs incurred by Seller and all risks and charges for the Works from the date of expiration of such period.

ARTICLE 15

MARKING AND TAGGING

- 15.1 The following instructions set out how the Works must be marked and tagged by Seller. Seller acknowledges that failure to comply with these instructions may cause Buyer's warehouse receivers or other applicable Representatives of Buyer to have difficulty identifying the Works, and as a result, there may be delays in unloading and making payment. In extreme cases, a shipment of Works may be rejected because Buyer is unable to identify it.
- 15.1.1 The Purchase Order number must appear on all freight bills, dock receipts, freight forwarder receipts, bills of lading, certificates of origin and any other related documents.
- 15.1.2 All shipments of Works must be accompanied by a packing slip.
- (a) The packing slip must show type of package, gross weight and dimensions of each package. The packing slip must also describe the Works, the quantities shipped, the number of the Purchase Order, the equipment number and the date shipped. Seller shall mail a copy of this packing slip to Buyer's warehouse receiver or other Representatives specified by Buyer at the time of shipment.
 - (b) When shipment of Works is effected in wooden boxes, the packing slip shall be placed in a suitable waterproof plastic envelope attached to the outside of the box by means of heavy duty adhesive tape or other transit durable method of fastening.
 - (c) When the Works are shipped loose or on skids, the packing slip, again protected by a suitable waterproof plastic envelope, shall be fixed at a location not likely to be subject to the packing slip being torn off in transit. In the case of multiple items covered by one packing slip, the case or piece to which the packing slip is attached shall be clearly identified and all others must have affixed a label indicating the case or piece number which has the packing slip.
 - (d) Items listed on the packing slip must correspond in sequence to the items set out in the Purchase Order.

- 15.1.3 When an assembly is being shipped disassembled, each part must be tagged with a unique identifying number, and the tag must also indicate the total number of parts for the assembly. If applicable, each part must also be identified with the item number set out in Buyer's certified drawings.
- 15.1.4 All cases and fabricated pieces shall have the following markings stencilled on with black paint, with all required information filled in by Seller, using letters no smaller than 5 cm high on at least 2 sides of each crate:

NAME OF BUYER:	
BUYER CONTACT PERSON FOR PO:	
PURCHASE ORDER NUMBER:	
SUPPLIER NAME:	
EQUIPMENT NUMBER FROM PO:	
CRATE NUMBER:	OF
GROSS WEIGHT IN KG:	
NET WEIGHT IN KG:	
DIMENSIONS IN MM (L x W x H):	
COUNTRY OF ORIGIN:	

- 15.1.5 Seller shall tag all uncrated items in accordance with the above shipping marks. Tagging shall be done by means of an aluminium label (minimum size 7.5 cm x 5 cm) punched with information and attached with corrosion resistant wire. Buyer will accept plastic waterproof laminated tagging attached with corrosion resistant wire or locked plastic bands as an alternative.
- 15.1.6 Buyer acknowledges that the use of a tag may not be practical for all items, in which case Seller must use an alternate method of identification containing all required information. Seller may stencil fabricated items, but if this is not practicable or good practice for the applicable item, Seller shall identify the item by label marked with sunlight resistant indelible waterproof black ink letters. Seller shall affix labels with heavy duty adhesive tape.
- 15.1.7 In addition to the requirements for marking and tagging set out above, Seller shall pack spare parts separately and clearly identify them as such. Seller acknowledges that failure to satisfy this requirement may result in delays in clearing the applicable shipment of Works and ultimately delay payment of Seller's invoice.
- 15.1.8 Seller must package all dangerous items separately from other Works. Seller must package and label all dangerous items in accordance with all requirements of Applicable Law for the handling, storage and transportation of such items. Prior to any shipment of Works including dangerous items, Seller must advise Buyer of all dangerous items in such shipment and provide Buyer with a copy of all required paperwork for the shipment of dangerous goods, materials or equipment. Dangerous items intended for shipment by air freight must also be packaged in accordance with the Dangerous Goods Regulations of the International Air Transport Association in effect at time of shipment.
- 15.1.9 Seller shall provide any additional assistance or information that Buyer may reasonably request in respect of marking and tagging of Works.

ARTICLE 16
TECHNICAL DOCUMENTS

16.1 Seller shall provide Buyer with all engineering data, drawings, operator's manuals, parts manuals and other technical documents set out in the Purchase Order as being part of the Works or required in connection with the Works, in English and any other language set out in the Purchase Order, in accordance with the review process, timing and other requirements set out in the Purchase Order, and at no additional cost to Buyer. Seller shall provide Buyer with electronic copies of such technical documents in their native file format and also in PDF. Seller shall comply with all reasonable instructions and requests of Buyer with respect to such technical documents.

ARTICLE 17
TRANSFER OF TITLE AND RISK

17.1 Title in any part of the Works shall pass to Buyer upon the earlier of (i) payment for such part of the Works and (ii) delivery of such part of the Works to the place set out in the Purchase Order, subject to Buyer's right under the Purchase Order to reject such Works following inspection. Risk associated with such Works shall pass from Seller to Buyer in accordance with the agreed Incoterm or similar delivery term set out in the Purchase Order, or if no Incoterm or similar delivery term is set out in the Purchase Order, upon acceptance of such Works by Buyer at the point of delivery set out in the Purchase Order. Seller shall replace Works lost or damaged prior to the transfer of risk at no cost to Buyer.

ARTICLE 18
GENERAL REPRESENTATIONS AND WARRANTIES

18.1 Seller represents, warrants and covenants to Buyer (which representations and warranties will remain true until such time as the Purchase Order is completed or terminated in accordance with its terms) that:

18.1.1 Seller and its Representatives are properly qualified, licensed, equipped, organized and financed to perform and deliver the Works;

18.1.2 Seller shall comply, and shall cause its Representatives to comply, with all laws, rules and regulations of any governmental or regulatory body having jurisdiction over any aspect or part of its performance and delivery of the Works, including all applicable environmental, health and safety, labour and immigration laws and regulations (collectively, "**Applicable Law**");

18.1.3 Seller shall comply, and shall cause its Representatives to comply, with the Supplier Standards of Conduct contained in the Purchase Order, any policies, site conditions or similar documents contained in the Purchase Order and all reasonable orders and directions given by Representatives of Buyer;

- 18.1.4 Seller has no knowledge of any fact that materially adversely affects or, so far as it can reasonably foresee, could reasonably be expected to materially adversely affect, Seller's ability to perform its obligations under the Purchase Order;
- 18.1.5 Seller has the power, capacity and authority to enter into and meet all of its obligations under the Purchase Order, and has taken or obtained all the necessary or appropriate actions, permits, licenses, authorizations or permissions to do so;
- 18.1.6 all information, representations and other matters of fact communicated in writing to Buyer or its Representatives in connection with the competition for or negotiation of the Purchase Order were, at the time communicated, true, complete and accurate, except to the extent that Seller has expressly advised Buyer in writing of any incorrectness or inaccuracy prior to the date of the Purchase Order;
- 18.1.7 the goods, materials or equipment comprising the Works will (i) be free and clear of any liens, charges, claims and encumbrances that would prevent good title in any part of the Works from passing to Buyer pursuant to Section 17.1, (ii) meet the specifications set out in the Purchase Order, (iii) be new and of recent manufacture, (iv) be of the quality specified in the Purchase Order, (v) be free of all defects and malfunctions and (v) be fit for their intended purpose, as set out in the Purchase Order;
- 18.1.8 any software, hardware or firmware forming part of the Works will perform in substantial conformance with the documentation delivered with it, and will contain no virus, software routine or component designed to permit unauthorized access, erase or modify information, disable or otherwise harm software or hardware; and
- 18.1.9 neither the design, engineering, procurement, manufacturing, fabrication, assembly, transportation, storage, installation, testing nor commissioning of the Works by Seller, nor the sale and delivery of the Works to Buyer, shall (i) constitute a breach of any pre-existing obligation of the Seller inconsistent with the purpose of the Purchase Order, (ii) infringe directly or indirectly on any patent, copyright or trademark, trade secret, industrial design rights or other intellectual property rights, whether foreign or domestic, of any third party or (iii) constitute a breach of any export control restriction, embargo, boycott or sanction pursuant to Applicable Law.

ARTICLE 19 **ANTI-CORRUPTION COMPLIANCE**

- 19.1 Without limiting the generality of Section 18.1.2, Seller hereby agrees to take no actions, and to cause its Representatives, its affiliates and their respective Representatives to take no actions, of any nature in connection with the Works or the Purchase Order that would contravene any provision of the United States Foreign Corrupt Practices Act ("FCPA"), the Canadian Corruption of Foreign Public Officials Act or the Criminal Code of Canada (collectively, the "CFPOA"), the OECD Convention on Combating Bribery of Foreign Government Officials in International Business Transactions ("OECD

Convention”) or any similar laws or provisions applicable to Seller, including offering, paying, giving, requesting or accepting any advantage or anything of value, either directly or indirectly, to or from any person for the purpose of influencing such person to act improperly, or inducing such person to do or omit to do any act in violation of his or her lawful duty or use his or her influence with any government, in order to assist Seller or any of its affiliates in obtaining or retaining business, or obtaining or retaining an advantage in the course of business, for or with, or directing business to, any person. Seller hereby acknowledges and agrees that neither Seller nor any of its affiliates nor any of their respective Representatives has the right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or obligation, express or implied, in the name or on behalf of Buyer or any of its affiliates for any purpose, including in any manner that would or could result in a violation or contravention of the provisions of the FCPA, the CFPOA, the OECD Convention or other similar laws or provisions applicable to Seller.

- 19.2 Seller agrees to monitor compliance by it, its affiliates and their respective Representatives with this Section 19 and promptly to notify Buyer in writing, and provide Buyer with all relevant particulars, of any violation or suspected violation of this Section 19 or any applicable anti-corruption law or provision (including the FCPA, the CFPOA or the OECD Convention), or any request for information regarding the same, involving Buyer, its affiliates, any of their respective Representatives or the Works.
- 19.3 Seller consents to Buyer reporting to any governmental authority any violation or suspected violation of this Section 19 by Seller, its affiliates or their respective Representatives, and agrees to comply and cooperate in any inquiry or investigation by or on behalf of Buyer or any governmental authority relating to compliance with or a breach of this Section 19 or any Applicable Law or anti-corruption provision (including the FCPA, the CFPOA or the OECD Convention). Seller also agrees to provide, upon Buyer’s request, any documents or other information in connection with any such inquiry or investigation, to the fullest extent permissible under any Applicable Law (including any data privacy law or blocking statutes).
- 19.4 Seller agrees that Buyer shall have the right to audit compliance of Seller, its affiliates and their respective Representatives with this Section 19, and inspect all records and procedures of Seller, its affiliates and their respective Representatives to verify compliance with this Section 19.
- 19.5 Seller represents that it is familiar with the FCPA, the CFPOA, the OECD Convention and any other similar laws or provisions applicable to Seller, and their purposes. In particular, Seller represents that it is familiar with the provisions that prohibit offering, giving, accepting or requesting anything of value, either directly or indirectly, to or from any Person (including foreign government officials) for the purpose of improperly influencing an act or decision, or inducing such person to use such person’s influence with a foreign government, to assist a company in obtaining or retaining business or an advantage in the course of business, for or with, or directing business to, any person.
- 19.6 Seller represents and warrants that none of Seller’s partners, owners, principals or Representatives is an official, officer or representative of any government, and that no part of the compensation to be provided to Seller under this Agreement shall be accepted or used by Seller for any purpose that would constitute a violation or contravention of (i)

any Applicable Law, (ii) the laws of the United States or Canada, including the FCPA and the CFPOA or (iii) the OECD Convention.

ARTICLE 20
DEFECTS

- 20.1 Seller guarantees and warrants the Works against any and all non-conformity, faults and defects in design, workmanship and materials for 24 months following acceptance of the Works by Buyer or 12 months after installation or commissioning of the Works, whichever period expires first (the “**Warranty Period**”). If either party discovers any non-conformity, fault or defect in the Works and notifies the other party of the issue during the Warranty Period, Seller shall promptly take all measures necessary to correct such non-conformity, fault or defect, or, at Buyer’s option, to replace or have replaced the non-conforming, faulty or defective Works, with the greatest diligence. Without detracting from or limiting the generality of the foregoing, Seller shall (i) as soon as possible but in any event within two days of the discovery (if discovered by Seller) or Buyer’s notice (if discovered by Buyer), advise Buyer of the measures that Seller intends to take and the proposed schedule for doing so doing, (ii) amend such plan in accordance with Buyer’s reasonable requirements, if any and (iii) promptly implement such plan. All costs associated with the foregoing, including dismantling and re-installation of the Works, supervision, travel, shipping and insurance, shall be borne by Seller.
- 20.2 Should there be urgency in rectifying any non-conformity, fault or defect in Works that is discovered during the Warranty Period, Buyer may, by notice to Seller, take any of the actions required to be taken by Seller pursuant to Section 20.1, or such other actions as are reasonable in the circumstances, without relieving Seller of any of its obligations under the Purchase Order by doing so, and Seller shall pay all reasonable costs incurred by Buyer for this purpose.
- 20.3 The Warranty Period will (i) start afresh, in respect of Works or parts thereof that are corrected or replaced pursuant to this Section 20 , as if the Works or those parts had been delivered on the date that the correction or replacement was accepted by Buyer and (ii) be extended, in respect of all other Works that cannot be used or operated because of the non-conformity, fault or defect or the correction or replacement of such, for a duration equal to that of the suspension of use or operation.
- 20.4 If Seller is not the manufacturer of any of the Works set out in the Purchase Order, Seller shall, at the request of Buyer, in addition to satisfying its warranty and guarantee obligations set out in these terms and conditions, cause the manufacturer of such Works to extend the same warranties and guarantees to Buyer directly.

ARTICLE 21
RECORDS RETENTION

- 21.1 Seller shall retain, for at least 5 years following the end of the Warranty Period or the final settlement date of all outstanding claims and disputes, whichever is later, the following:
- 21.1.1 proper accounts and records of the cost to Seller of the Works and of all expenditures or commitments made by Seller in connection therewith, and all invoices, receipts and vouchers relating thereto;
 - 21.1.2 all Seller's subcontracts and correspondence in connection the Works;
 - 21.1.3 all pertinent commercial documentation in respect of the Purchase Order and each related subcontract, including copies of invoices, freight bills, dock receipts, freight forwarder receipts, bills of lading, certificates of origin and any other related documents; and
 - 21.1.4 all documents recording or evidencing Seller's compliance with the Purchase Order, including drawings, calculations and inspection records.
- 21.2 All of the items listed above shall at all times be open to audit, inspection and examination by Representatives of Buyer, who may make copies and take extracts thereof, but only for the limited purposes of (i) verifying Seller's compliance with the terms of the Purchase Order, (ii) enforcing Buyer's rights under the Purchase Order and (iii) determining or confirming amounts owed by Buyer, where applicable, including for claims and change orders.
- 21.3 Notwithstanding anything to the contrary in these terms and conditions, where the Works are custom-designed for Buyer, Seller shall retain the records described in Section 21.1 for at least 7 years following the end of the Warranty Period or the final settlement date of all outstanding claims and disputes, whichever is later.

ARTICLE 22
INDEMNIFICATION

- 22.1 Seller shall indemnify and hold harmless Buyer and its affiliates, and their respective Representatives (each an "**Indemnity**" and collectively, the "**Indemnities**") from and against all expenses, costs, charges, taxes, fees, penalties, claims, damages and liabilities, including legal fees on a full indemnity basis (collectively, "**Losses**") that any Indemnity may suffer, sustain or incur as a result of:
- 22.1.1 the performance of Seller's obligations under the Purchase Order;
 - 22.1.2 any alleged or actual infringement by the Works of any patent, copyright, trademark, trade secret, industrial design rights or any other intellectual property rights, whether foreign or domestic;

- 22.1.3 any defect in Buyer's title to the Works, or any lien, charge, claim or encumbrance affecting the Works;
- 22.1.4 any breach of the Purchase Order by Seller or any of its Representatives;
- 22.1.5 personal injury or death of any person caused or contributed to by Seller or any of its Representatives; or
- 22.1.6 damage to property or loss of property belonging to any person caused or contributed to by Seller or any of its Representatives,

in each case, except to the extent of the negligence or wilful misconduct of Buyer or any of its Representatives.

- 22.2 In the event of any suit or proceeding that is based upon a claim that the Works or any part of the Works infringe any patent, copyright, trademark, trade secret, industrial design rights or any other intellectual property rights, whether foreign or domestic, and where the use of such Works is enjoined pending the outcome of the suit or proceeding, Seller shall either secure for Buyer the right to use the Works pending the final outcome or pay Buyer the losses sustained by Buyer due to any injunction or prohibition.
- 22.3 In the event that any such Works are held to be infringing and the use of such Works is permanently enjoined, within 60 days of such judgement, Seller shall, at its own expense, either (i) obtain for Buyer the right to use such Works, (ii) replace such Works with non-infringing Works that are equal or superior in functionality, features and performance capabilities or (iii) modify such Works so as to render them non-infringing while maintaining equal or superior functionality, features and performance capabilities.
- 22.4 UNDER NO CIRCUMSTANCES WILL EITHER PARTY, ITS SUBSIDIARY, AFFILIATED OR ASSOCIATED COMPANIES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SELLER OR BUYER ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE, NOTWITHSTANDING THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

ARTICLE 23 **FORCE MAJEURE**

- 23.1 Subject to Section 23.2 , neither Buyer nor Seller shall be in default of any obligation under the Purchase Order due to any delay or failure to perform such obligation if such delay or failure is due to an act of God, the occurrence of enemy or hostile actions, sabotage, war, blockades, terrorist attacks, insurrections, riots, epidemics, nuclear and radiation activity or fall-out, civil disturbances, general strikes, embargoes, unusually severe weather, explosions, fire or other casualty, or any other similar causes beyond the

control of the party seeking relief from its obligations as a result of such event (each a "**Force Majeure Event**"), but not including, for clarity, any financial inability of Seller, strikes that are not general strikes or the failure of any subcontractor to perform obligations owed to Seller, provided that:

- 23.1.1 the affected party shall not in any material way have caused or contributed to such Force Majeure Event;
 - 23.1.2 the Force Majeure Event could not have been prevented by reasonable and ordinary precautions (as would be employed by a reasonably prudent person in the position of the affected party);
 - 23.1.3 the Force Majeure Event could not reasonably have been circumvented by the affected party by reasonable and ordinary commercial means, such as the use of alternate suppliers or subcontractors;
 - 23.1.4 the affected party shall be excused from the delay or failure to perform its obligations only for such period of time as the Force Majeure Event remains in existence and only to the extent that such Force Majeure Event has caused in whole or in part the delay or failure to perform; and
 - 23.1.5 the existence of the Force Majeure Event shall not prevent a party from asserting and acting upon a breach of the Purchase Order that was not caused by the Force Majeure Event.
- 23.2 If any Force Majeure Event is continuing after 30 days from the date on which the affected party gives notice to the other party of such Force Majeure Event, Buyer may terminate the Purchase Order by written notice to Seller having immediate effect, provided that the effects of such Force Majeure Event continue during such period to prevent Seller from performing a material part of its obligations under the Purchase Order.

ARTICLE 24 **CONFIDENTIALITY**

24.1 For the purposes of the Purchase Order, the following terms shall have the meanings set out below:

24.1.1 "**Authorized Representative**" means any Representative of Seller or any of its affiliates, or any financial, legal or other advisor of Seller or any of its affiliates, or any consultant, contractor, subcontractor or sub-supplier of Seller or any of its affiliates, in each case where (i) the duties of such person require such person to process, review, use or otherwise be informed of Confidential Information for the purpose of performing or delivering the Works and (ii) such person is subject to confidentiality obligations that apply to the Confidential Information and are at least as stringent as those contained in this Section 24; and

24.1.2 "**Confidential Information**" means all information, data, knowledge and know-how, in whatever form and however communicated, relating directly or indirectly

to Buyer or any of its affiliates and their respective properties and other assets, technologies, businesses or operations, previously, now or hereafter delivered or disclosed by or on behalf of Buyer to Seller or its Authorized Representatives, or that is or was otherwise learned or obtained by Seller or its Authorized Representatives. Without limiting the generality of the foregoing, Confidential Information includes raw data from Buyer's technical applications, including drill hole and assay data, ore body and geospatial models, development plans, topographical data and aerial imagery, and also includes any information belonging to a third person that has been disclosed to Buyer subject to an obligation of confidentiality.

24.2 Seller acknowledges that certain Confidential Information will be received by Seller and its Representatives during the term of the Purchase Order. Subject to Section 24.3 below, Seller shall only use the Confidential Information as is necessary for the performance and delivery of the Works, and for no other purpose, and shall hold the Confidential Information in strict confidence and not disclose same to any other person, including any Representative of Seller, either before, during or after the performance and delivery of the Works, except with the prior written consent of and on terms acceptable to Buyer, in its sole and absolute discretion (which consent may be arbitrarily withheld or withdrawn at any time).

24.3 The restrictions in Section 24.2 above shall not apply where the Confidential Information:

24.3.1 subject to Section 24.5 below, is disclosed by Seller to an Authorized Representative;

24.3.2 is in the public domain at the time of disclosure to Seller, or later enters the public domain other than by breach of this Section 24;

24.3.3 was in Seller's lawful possession prior to disclosure by or on behalf of Buyer or any of its affiliates, as confirmed by Seller's written records, and was not subject to any obligation of confidentiality to Buyer or any of its affiliates;

24.3.4 is lawfully acquired by Seller from a third party that is under no obligation of confidentiality in respect of such information, but only to the extent permitted by that third party; or

24.3.5 subject to Section 24.6 below, is required by Applicable Law, court order, court proceeding or the rules or policies of any stock exchange or governmental or regulatory authority having jurisdiction in the matter to be disclosed by Seller.

No specific information will be deemed to be within any of the exceptions contained in this Section 24.3 (the "**Exceptions**") merely because such information is within the scope of more general information that is within one or more of the Exceptions. Further, in the event of any dispute between Buyer and Seller as to whether specific information is within one or more of the Exceptions, Seller will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed Exception(s).

- 24.4 Seller shall not in any manner, announce, declare, communicate, publish or issue any statement mentioning Buyer or information regarding the Purchase Order or the Works, without obtaining the prior written consent of Buyer. Seller shall cause its Representatives to abide by this restriction.
- 24.5 Seller shall use its best efforts to minimize the risk of disclosure of Confidential Information by ensuring that only Authorized Representatives will have access thereto, and shall otherwise take all reasonable precautions to safeguard and preserve the strict confidentiality of the Confidential Information in accordance with these terms and conditions, including in each case advising its Authorized Representatives of the confidential nature of the Confidential Information and the relevant provisions of these terms and conditions.
- 24.6 If Seller or any of its affiliates or Authorized Representatives becomes legally compelled to disclose any of the Confidential Information, Seller shall provide Buyer with prompt notice so that it may seek a protective order or other appropriate remedy at law or in equity and/or waive compliance with these terms and conditions. Seller shall delay any such disclosure for as long as reasonably possible (without incurring any liability for failure to make such disclosure) in order to permit Buyer to seek such protective order or other remedy. If such protective order or other remedy is not obtained by Buyer, Seller shall only disclose or, as applicable, ensure that any Authorized Representative of Seller only discloses, that portion of the Confidential Information that is legally required to be disclosed, and Seller shall exercise its best efforts to obtain a protective order or other reliable assurance that such Confidential Information will receive confidential treatment in accordance with the spirit of this Agreement. If Seller or any of its affiliates or Authorized Representatives receives a request from a third party to disclose any of the Confidential Information, but Seller is not required by Applicable Law to disclose such Confidential Information, Seller shall promptly decline the request and notify Buyer in writing.
- 24.7 Upon Buyer's written request therefor, Seller shall return to Buyer any and all Confidential Information in the possession or control of Seller, any of its affiliates or Confidential Representatives, and destroy all copies of any and all analyses, compilations, studies or other documents prepared by Seller, its affiliates or Authorized Representatives based upon the Confidential Information, and a senior officer of Seller shall certify same in writing.
- 24.8 Seller acknowledges that the Confidential Information is proprietary and confidential to Buyer, which will be irreparably damaged if any of the provisions contained in this Section 24 are not performed by Seller, its affiliates or Authorized Representatives in accordance with the terms set out herein. Seller agrees that monetary damages will be inadequate to compensate Buyer for any breach of this Section 24, and Buyer shall have the right to an immediate injunction or other available equitable or legal relief in any court of competent jurisdiction, enjoining any breach or threatened breach of this Section 24 by Seller, its affiliates or Authorized Representatives.

ARTICLE 25
INSURANCE

- 25.1 Seller shall, at its own cost and expense, maintain with a reputable insurer for a period of at least 2 years after the performance and delivery of the Works, reasonable and customary insurance coverage, including (i) workplace safety insurance as required by Applicable Law and (ii) commercial general liability insurance (including coverage for public liability, property damage liability, contractual liability and product liability), in the minimum amount of \$2,000,000 per occurrence in respect of claims for any losses, costs and expenses arising out of or relating to Seller furnishing the Works under the Purchase Order.
- 25.2 The insurance policies described in Section 25.1 must be in force on the date of the Purchase Order. If requested by Buyer, Seller shall provide Buyer with certificates to evidence this insurance prior to commencing the Works. If requested by Buyer, the certificate relating to the commercial general liability policy shall (i) designate Buyer as "additional insured," (ii) include an agreement by the applicable insurer to give Buyer written notice at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy and (iii) indicate that such policy contains a waiver of subrogation in favour of Buyer.

ARTICLE 26 **MISCELLANEOUS**

- 26.1 The division of these terms and conditions into sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of these terms and conditions. The terms "hereof," "hereunder" and similar expressions refer to these terms and conditions and not to any particular section or other portion hereof, and include any agreement or instrument supplemental or ancillary hereto.
- 26.2 In these terms and conditions (i) words importing the singular number only will include the plural and vice versa, (ii) words importing the masculine gender will include the feminine and neuter genders and vice versa, and (iii) words importing persons will include individuals, corporations, partnerships, associations, trusts, unincorporated organizations and vice versa. The term "including" means "including, without limitation," and "include" and "includes" shall have corresponding meanings.
- 26.3 Buyer and Seller agree that (i) these terms and conditions are intended to be read in conjunction with the other components of the Purchase Order and (ii) all parts of the Purchase Order are intended to operate together. In the event of any conflict or inconsistency between these terms and conditions and another part of the Purchase Order, such other part shall prevail to the extent of the conflict or inconsistency. The wording of the Purchase Order shall be deemed to be mutually chosen by the parties and no rule of strict construction shall be applied against any party.
- 26.4 The Purchase Order may not be amended except by agreement in writing signed by both Buyer and Seller. No waiver of any breach of any term or provision of the Purchase Order will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. Any failure by either party to insist upon strict adherence to any one or more of the terms of the Purchase Order on one or more

occasions shall not be construed as a waiver of any such term by that party nor deprive that party of the right to require strict compliance thereafter with the same or any other term of the Purchase Order.

- 26.5 The Purchase Order shall enure to the benefit of and be binding upon Buyer and Seller, their respective successors and permitted assigns.
- 26.6 The Purchase Order may not be assigned by Seller without the prior written consent of Buyer. Buyer may assign or otherwise transfer the Purchase Order or any of its rights hereunder without the consent of Seller. Without limiting the generality of the foregoing, but for greater certainty, Buyer may grant, transfer and assign to its lenders and any other secured parties (or an agent or trustee acting on behalf of such lenders and secured parties), by way of security, all right, title and interest that the Buyer now has or which shall hereafter arise in and to the Purchase Order and all claims resulting from any failure of performance or compliance with any of the provisions of the Purchase Order, together with full power and authority, in their own name or in the name of Buyer or otherwise, to enforce the Purchase Order against Seller and to collect, receive and give receipts and releases of such amounts. Seller irrevocably consents to and hereby acknowledges any such grant, transfer and assignment.
- 26.7 Seller shall comply promptly with all reasonable requests of Buyer relating to Buyer's financing arrangements, including providing all information reasonably requested by Buyer's lenders or any other secured parties (or an agent or trustee acting on behalf of such lenders and secured parties) to facilitate the financing of the business, operation or project to which the Works pertain.
- 26.8 If any provision of the Purchase Order shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.
- 26.9 All notices, requests, acknowledgments, confirmations, permissions, instructions, consents, acceptances and other communications required or permitted under the Purchase Order shall be in writing and shall be delivered to the mailing address or email address for the relevant party set out in the Purchase Order, or to such other address as the receiving party may designate in writing.
- 26.10 This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Parties hereby attorn to the exclusive jurisdiction of the Ontario courts and agree that the judgments of such courts shall be enforceable both within and outside Ontario. To the extent that it may apply to the Purchase Order, the parties hereby exclude the Purchase Order from the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 26.11 SELLER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN APPRISED OF ITS RIGHTS TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE TERMS OF THE PURCHASE ORDER AND THE NATURE AND CONSEQUENCES OF THE TERMS THEREOF. SELLER FURTHER ACKNOWLEDGES THAT IT HAS BEEN GIVEN ADEQUATE OPPORTUNITY TO OBTAIN SUCH INDEPENDENT LEGAL ADVICE AND HAS EITHER OBTAINED OR WAIVED ITS RIGHT TO SUCH INDEPENDENT LEGAL ADVICE.

26.12 Any obligation of Buyer or Seller that by its nature extends beyond the expiration or earlier termination of the Purchase Order, including Seller's obligations under Sections 2,4.1, 9, 10,11.2,17,19,20,21,22,24,25 and 26, shall survive and continue in full force and effect following any termination or expiry of the

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

TASIAST MAURITANIE LIMITED S.A.

THE SUPPLIER

By:

By:

Name:

Name:

Title:

Title:

I have full authority to bind the Buyer.

I have full authority to bind the Seller.

SCHEDULE A : GOODS AND PRICING**1. GOODS**

Please find attached Schedule A:

Line #	Stock Item #	Description	Description 2	Part Number	Unit Price	Currency	UOM	Delivery Time (Days)	Price validity (Months)	Incoterm
1	402934	BEAM;STRUCT;UNIVE RSAL:H SECT	STL:160x160x13 x8MM;6M LG	EB160 160X8X13 6M	198.50	EUR	EA	5	12	FAS
2	406292	STRUCTURAL:HOLLO W:SQUARE:SHS	75x75x4MM;MI LD STL	75MMX75MM X4MM	50.49	EUR	EA	5	12	FAS
3	406293	BAR:METAL:FLAT:80x 6MM		75MMX6MM	17.65	EUR	EA	5	12	FAS
4	406294	ANGLE;STRUCT;60x60 x6MM	6M LG	75MMX50MM X6MM	26.01	EUR	EA	5	12	FAS

[All columns are mandatory]

2. SHIPPING TERMS

Shipping terms for all Goods shall be (unless provided otherwise in a Purchase Order): FCA Singapore (Incoterms 2010).

3. OTHER TERMS AND CONDITIONS

Consider the following issues, **to the extent applicable:**

- Volume rebates
- Any special invoicing or payment terms

Requests for a **volume commitment** should be carefully considered and, if determined advisable, described here with sufficient detail.]

4. MAINTENANCE WORK/AFTER-SALE SERVICE (ARTICLE 3)Maintenance Work

The Seller shall be required to perform maintenance work for the Goods within the meaning of Article 3 on the following basis:

[To be completed.]

After-Sale Services

The Seller shall be required to perform after-sales service of the Goods within the meaning of Article 3 on the following basis:

[To be completed.]

SCHEDULE B : INVOICING**1. GENERAL PROVISIONS**

Unless otherwise stated in a Purchase Order, payment for the Goods shall be made in the manner and timing that is specified on the face of the Purchase Order and according to the provisions in Schedule B herein.

Invoices shall be in a form abiding by legal requirements and seller shall set out in each invoice Seller's tax registration numbers and details of all charges and authorized expenses, and each invoice shall be accompanied by copies of any applicable freight bills, dock receipts, freight forwarder receipts, bills of lading, packing lists, certificates of origin, time sheets, original receipts and other evidence acceptable to Buyer that the relevant milestone in respect of the Goods, or the required progress in the Goods, has been achieved. Invoices must show the name of the site or other destination to which any Goods were delivered or shipped, and if applicable, where the Goods were performed. If any value-added tax, goods and services tax, sales tax, stamp tax or tax of a similar nature is applicable to the Purchase Order, it must be stated separately on each invoice. Any services provided shall be itemized separately from Goods and other charges. Seller shall include in each invoice any other information that Buyer may reasonably request. Invoices shall be issued by Seller in a form that is compliant with Mauritanian tax and legal requirements, as they may be amended. The Buyer may from time to time address to the Seller instructions related to the invoicing modalities to take into account tax, customs and/or exchange control regulations applicable to the Goods, in accordance with applicable Mauritanian legislation and specific agreements entered into between the Buyer and Mauritanian authorities. The Seller hereby undertakes to comply with and implement any such instructions as from receipt thereof.

Invoices must be approved by the Buyer. The Buyer may from time to time address to the Seller instructions related to the invoicing methods to take into account tax, customs and/or exchange control regulations applicable to the sale of the Goods, in accordance with Applicable Law. The Buyer undertakes to pay for the Goods within thirty (30) days of receipt of an invoice that is in the approved form and which is supported by such other documentation as it may reasonably require. For disputed statements, the Buyer undertakes to pay any undisputed portion within thirty (30) days of receipt of a duly supported statement pending agreement on the part that is disputed. The Buyer shall not be liable for any interest on any overdue account to the Seller where it arises out of a disputed, incorrect or unsupported invoice. The Buyer shall notify the Seller within thirty (30) days of receipt of the nature of any dispute concerning any invoice, whether arising from lack of supporting documentation, or incorrectness with any other cause. In any event, the making of payment by the Buyer shall not prejudice the right of the latter to reject the Goods where such Goods do not comply with the specific requirements of this Agreement or the Purchase Order.

2. SUBMITTAL INSTRUCTIONS:

Remit to Buyer's Accounts Payable Department. Invoices, supporting documents and statements shall be emailed to:

For Domestic Sellers: TS_AccountsPayable@Kinross.com

For International Sellers: TMLSA_APinternational@Kinross.com

The Buyer shall have no liability for the non-payment or late payment of incorrectly rendered invoices and/or statements.

3. INVOICE LAY OUT

Copies of Invoices must be supplied with all purchases.

- a. All invoices and carriers consignment notes must show the Buyer's designated Purchase Order number.
- b. All invoices must show line items in exact sequence of Purchase Order.
- c. All invoices must show description, part number, quantity and relevant Buyer's stock item number, if applicable.
- d. Each order must be invoiced separately (two or more orders per invoice is unacceptable). There must be one Invoice only per order/consignment.
- e. All invoices must be made out to the Buyer and addressed as per the Purchase Order instructions.
- f. Mauritanian Sellers only, must have a complying V.A.T invoice showing their 'Registration Number' and clearly noted on the invoice the words "This invoice is for V.A.T purposes".

SCHEDULE C :
PACKING, MARKING, DOCUMENTATION AND SHIPPING INSTRUCTIONS.

Introduction:

The following Instructions are minimum requirements for the preservation, packing, marking and shipping of Goods purchased by TMLSA for delivery to the Tasiast Gold Mine in Mauritania, West Africa. Goods shipments are managed by the TMLSA Transport & Logistics service provider (T&L) either directly to the Tasiast Mine (Site) or via consolidation hubs in; Nouakchott Mauritania, Las Palmas Spain, Antwerp Belgium, Paris France (Air Freight), Fremantle Australia, Johannesburg South Africa and Houston USA. All shipments will be inspected upon collection by T&L or receipt at the consolidation hub(s) and at Site by TMLSA Receiving for compliance to these Instructions.

Shipments that do not comply with these Instructions may be rejected by T&L or TMLSA.

Packing Requirements:

Suppliers shall prepare all Goods for shipment, to ensure that Goods are properly protected against all hazards and conditions during land, sea, or air freight transport to the Site. Packaging must be of good quality, strong enough to withstand the shocks, handling and loading normally encountered during shipment, including trans-shipment on multi-modal carriers and between consolidation hub(s) and the Site warehouses, or subsequent manual or mechanical handling. Packaging must be constructed and closed so as to prevent any loss of contents that might be caused under normal conditions of transport, by vibration, or by changes in temperature, humidity or pressure. All packing must be biodegradable (no bubble wrap, polystyrene, etc.). Specific TMLSA instructions may apply for packing of steel, piping, glass, fragile and hazardous cargo and should be requested from T&L prior to packing.

The latest edition of the following standards shall apply:

- AS 2400 – Packaging
- AS 2852 – Packaging – Pictorial Marking
- ISO 1496 – Freight Containers
- AS 4068 – Flat Pallets for Materials Handling
- International Air Transport Association IATA Packaging Instructions
- International Maritime Organization (IMO) Packaging Instructions
- ISPM 15 Regulating Wood Packaging Material in International Trade

Do not mix Goods ordered under different TMLSA Purchase Orders (POs) into the same boxes or crates. Wrap and protect Goods against dust and corrosion. Secure and brace to prevent movement including using non-returnable dunnage, pallets, crating, packaging blocks, drums, cases, load boards, pallet collars and skids. Packages over 30 kg must be palletized or wooden crated. Crates shall be of good quality pine timber with hardwood base, all wrapped with strapping. Packages under 30 kg must be boxed; shipment of loose items or courier bags is not permitted.

Consolidation of individually packed Goods on POs, of less than 30 kg, is permitted on shrink wrapped pallets (cover with 6mm ply prior to wrapping). Stacked pails and tins shall have 6mm ply between each layer (4 liter tins, max 5 layers; 10 liter, max 3 layers; 20 liter, max 2 layers). All pallets must be no greater than 120cm x 100cm in size and rated to carry a minimum 2000kg load. Bundled cargo must be strapped, protected, and have runners attached to enable lifting by forklift or crane. Lifting points shall distribute loads evenly and be clearly marked and easily accessible. Crated or bundled cargo in excess of 2500kg or L588xW235xH239cm shall be reviewed with T&L prior to shipment to ensure appropriate packaging and lifting points. All wood packaging must

meet ISPM 15 requirements. Do not ship or package Goods for airfreight greater than 30kg per package, or dimensions greater than L75xW75xH50cm without prior T&L approval.

Marking Requirements:

Goods packaging must be clearly marked using indelible ink on two opposite sides of packaging with waterproof shipping labels as shown below. Dangerous Goods (DG) identification marks shall be clearly labeled on the exterior of the package and/or container in accordance with the relevant standards noted above. Pictorial marking to the above standards including, as a minimum, orientation, slinging, center of gravity, fragile, keep dry, and no hooks labels shall also be affixed on two opposite sides of the packaging. All Goods including Isotanks, mobile equipment and break bulk cargo must likewise be clearly labeled and marked.

Shipping Label:

Ship To: The specific delivery destination as per the TMLSA Purchase Order and below T&L Contact Sheet	From: The originating Supplier Name, Address and Contact (including name and telephone details)
Buyer / Consignee: Tasiast Mauritanie Ltd. S.A. Refer TMLSA Purchase Order for address details	Delivery Address: Tasiast Mauritanie Ltd. S.A. Refer TMLSA Purchase Order for address details
TMLSA Purchase Order No: _____ TMLSA Purchase Order Line Item No(s): _____ TMLSA PO Delivery Terms: _____ PO Transport Mode: Air / Sea / Land Freight Material (including; UN code if DG, TMLSA stock code, PO line item description)	Piece # _____ of _____ Net Weight _____ Kg Tare Weight _____ Kg Gross Weight _____ Kg Dimensions: L _____ mm X W _____ mm X H _____ mm Country Of Origin

Documentation Requirements:

All shipments must include the following documentation and related notifications prepared in **English** (documentation of more than one page must have "To Be Continued" printed at the bottom of each page prior to the last page.):

1. Packing List; (two copies), one contained within an envelope inside the package, a second list securely fastened to outside of the package in a waterproof envelope inclusive of the following information:

- Date, Document Number, Sold By; Supplier Name and Contact Details
- Sold To, Buyer / Consignee, Delivery Address (as noted above in shipping label)
- TMLSA Purchase Order and line item number
- Line Item Description to describe contents (must correlate to the TMLSA PO and Line Item)
- Supplier Part Number and/or TMLSA Item Number, Quantity, Unit of Measure, Country of Origin
- Package Details including type, total packages, net weight of each package, gross weight of all packages, and dimensions of each package
- Signature, Company Seal

2. Commercial Invoice; (two copies on Supplier's company letterhead), one contained within an envelope inside the package, second list securely fastened to outside of the package in a waterproof envelope, prepared by the TMLSA Supplier named on the Purchase Order inclusive of the following information. Note: Commercial invoices are for customs clearance purposes and must

correlate correctly with the TMLSA Purchase Order and the Supplier Packing List. Commercial Invoices from third parties or sub-suppliers not accepted.

- Date, Document Number, Sold By; Supplier Name and Contact Details
- Sold To, Buyer / Consignee, Delivery Address (as noted above in shipping label)
- Ship To/Consignee
- Incoterms
- Invoice Number and Date
- TMLSA Purchase Order and line item number
- Harmonized System (HS) Code per line item (this may require review with T&L prior to document preparation to ensure correct code interpretation).
- Line item description to describe the contents (must correlate to the TMLSA Purchaser Order and Line Item)
- Quantity, Unit of Measure, Country of Origin
- Sales Currency, Unit Price of Each Item, Extended Totals and Invoice Total
- Signature, Company Seal, Certification statement as follows: “I, [_____], of [_____], certify this invoice to be true and correct, in accordance with our books and also that the Goods referred to are of [_____] origin.”

3. Shippers Letter of Instruction; (SLI - refer to the attached TMLSA standard format); Supplier shall notify T&L three working days prior to collection of cargo by T&L or supplier delivery to T&L hub. The SLI must be submitted by email for all shipments of Goods to au.tml@antrak.com.au and TS_Expediting@Kinross.com, inclusive of the following information:

- Date, Sold By; Supplier Name and Contact Details, Consignee information
- TMLSA PO number, delivery terms, and any waybill information
- Line item description to describe the contents including DG information and classification
- Package details including type, total packages, net weight of each package, gross weight of all packages, and dimensions of each package

If delivery terms are FCA Supplier premises / Ex-Works Supplier premises, the pick-up address, contact details, date, and time when Goods are ready for collection by T&L

- If delivery terms are FAS or FCA to a T&L hub or similar Incoterms, the location and date that containers are required by the Supplier

4. Carrier Bills of Lading, Waybills, Consignment Notes; shall include the following:

- Buyer / Consignee; Delivery Address (as noted above in shipping label)
- Notifying Party; as described in the Contact Details table below applicable to the delivery address noted in the TMLSA PO. **Note - Postal Deliveries are not acceptable.**

5. Dangerous Goods (DG); shipments shall include the following:

- MSDS form for each DG item including emergency procedure instructions
- DG declaration documentation in accordance with shipment origin country regulations (MO41/A, CFR 49, IATA etc.)
- DG for airfreight must also be documented in accordance with IATA DG regulations.
- Certificate of Analysis (if requested by T&L) in format acceptable to TMLSA
- Radioactive materials must be reviewed by TMLSA for special requirements prior to shipment.

Shipping Requirements:

- For shipments to be collected by T&L: After Supplier issues the SLI, contact T&L to confirm SLI receipt then await T&L advice on collection details. T&L will acknowledge the SLI within 24 hours and collect the cargo within 72 hours. Signed documentation supporting proof of collection/delivery (POD) must be scanned and emailed to; TS_Expediting@Kinross.com and au.tml@antrak.com.au within 24 hours of collection. T&L shall upload the POD into the Antrak-IT cargo tracking system within 24 hours of collection.
- For shipments to be delivered by the Supplier either directly to Site or to a T&L hub: Only after Supplier issues the SLI and contacts T&L to confirm SLI receipt, shall the Supplier dispatch the Goods, ensuring that the Goods are properly packaged, marked and include all required documentation, as noted above.
- Incorrect shipments may be rejected at destination, either at a T&L hub or on Site. Non-conforming shipments may be returned to Supplier.
- For large shipments being delivered by Supplier directly to Site, local port and road restrictions may apply; max load width 6m, height 5m, weight 40t. Signed documentation supporting proof of delivery (POD) must be scanned and emailed to TS_Expediting@Kinross.com and au.tml@antrak.com.au within 24 hours of delivery.
- For shipments requiring pre-shipment inspections (TMLSA shall notify Supplier at time of PO issue), Supplier shall coordinate with TMLSA and T&L to cooperate and provide necessary access and documentation required for the inspection prior to shipment.
- For all bulk DG cargo, Supplier shall reconfirm delivery address and any special requirements with T&L prior to shipping from Supplier premises, as DG receiving locations may vary from the addresses shown below.

TMLSA Delivery Addresses and T&L Hub Addresses & Contact Details:

<p>Tasiast Mine Site Physical Address Tasiast Mauritanie Ltd. S.A. Tasiast Mine Site, Inchiri Region 300km NE of Nouakchott via highway N1, Mauritania GPS 20°32'12"N; 15°33'49"W Tel:+222 45252428, Fax: +222 45293895 Email: TS_Receiving@Kinross.com and TS_Expediting@Kinross.com Contact: TMLSA Site Warehouse Department</p>	<p>TMLSA - Nouakchott Office Physical Address Tasiast Mauritanie Ltd. S.A. Nouakchott Office, Tévragh Zeina ZRA 741, B.P 5051, TZ, Nouakchott, Mauritania Tel:+222 45252428, Fax: +222 45293895 Email: TS_Buyers@Kinross.com and TS_Expediting@Kinross.com Contact: TMLSA Procurement Department</p>
<p>Nouakchott Depot (For DG and Non-DG cargo onward shipment to site via Road) Tasiast Mauritanie Ltd. S.A. c/o Societe Generale de Consignation SA (Sogeco) Route de L'aéroport-1765-Rue 22-002- Commune du KSAR, Nouakchott, Mauritanie Tel: +222 45 25 27 40 / 45 25 22 02 Email: Tasiast.prealert@sogeco-sa.mr Hours: Mon. to Fri. 08:00-12:00/12:30-4:30 pm. Bank and local holidays closed.</p>	<p>Fremantle Australia (Control Tower and Freight Coordination - All Locations - No Deliveries) c/o Antrak Logistics Pty. Ltd., (agent to Bollore Logistique Int.) 10 Hines Road, O'Connor Western Australia, 6163 Tel: + 61893388111 Mobile: +61477120020 Email: dgreaves@antrak.com.au Contact Persons: Del Greaves / Nikita Breeze T&L Control Tower: au.tml@antrak.com.au</p>
<p>Las Palmas Spain (For Non-DG cargo onward shipment to site via Sea) Tasiast Mauritanie Ltd. S.A. c/o Agencia Taliarte, S. L. C/Atalaya, 34, Urb. Ind. Lomo Blanco 35010 – Las Torres Las Palmas de Gran Canaria, Spain Contact: Control Tower - au.tml@antrak.com.au Hours: Mon to Fri 09:00 to 02:30 pm and 04:00 to</p>	<p>Las Palmas Spain (For DG cargo onward shipment to site via Air) Tasiast Mauritanie Ltd. S.A. c/o Agencia Taliarte, S. L. C/Atalaya, 34, Urb. Ind. Lomo Blanco 35010 – Las Torres Las Palmas de Gran Canaria, Spain Contact: Control Tower - au.tml@antrak.com.au Hours: Mon to Fri 09:00 to 02:30 pm and 04:00 to</p>

07:00 pm. Bank and local holidays closed.	07:00 pm. Bank and local holidays closed.
Antwerp Belgium (For DG and Non-DG cargo onward shipment to site via Sea and Land) Tasiast Mauritanie Ltd. S.A. c/o De Rijke NV (agent to Bollore Logistique Int.) Romestraat 2A, 2321 Meer (Hoogstraten), Belgium Contact: Control Tower - au.tml@antrak.com.au Hours: Mon. to Fri. 08:00-12:00/12:30-3:30 pm (latest arrivals 3:00 pm). Bank and local holidays closed.	Paris France (For DG and Non-DG cargo onward shipment to site via Air) Tasiast Mauritanie Ltd. S.A. c/o Bollore Logistique Internationale Zone Cargo 3 4 à 6 rue des Deux Cèdres 95700 ROISSY EN France Contact: Control Tower - au.tml@antrak.com.au Hours: Mon. to Fri. 8:00 - 6:00 pm. Bank and local holidays closed.
Fremantle Australia (For DG and Non-DG cargo onward shipment to site via Sea) Tasiast Mauritanie Ltd. S.A. C/O Bossna Enterprises trading as Australian National Transport (agent to Bollore Logistique Int.) 836 Cockburn Road, Henderson, 6166 Contact: Control Tower - au.tml@antrak.com.au Hours: Mon. to Fri 7:30 to 4:00 pm. Bank and local holidays closed.	Fremantle Australia (For DG and Non-DG cargo onward shipment to site via Air) Tasiast Mauritanie Ltd. S.A. C/O Bollore Logistics Australia Pty. Ltd. Unit 2, 10 Hines Road, O'Conner 6163 Canningvale, Western Australia, 6155 Contact: Control Tower - au.tml@antrak.com.au Hours: Mon. to Fri 7:30 to 4:00 pm. Bank and local holidays closed.
Houston, USA (For DG and Non-DG cargo onward shipment to site via Air and Sea) Tasiast Mauritanie Ltd. S.A. c/o Bollore USA 15490 Vickery Drive Houston, TX 77032 Contact: Control Tower - au.tml@antrak.com.au Hours: Mon. to Fri. 8 am till 4pm. Bank and local holidays closed.	Johannesburg, RSA (For DG and Non-DG cargo onward shipment to site via Air and Sea) Tasiast Mauritanie Ltd. S.A. c/o Bollore Logistics 24 Covora Street, Jet Park, Johannesburg, South Africa, ZA – 1469 Contact: Control Tower - au.tml@antrak.com.au Hours: Mon. to Fri. 8 am till 4pm. Bank and local holidays closed.
Modified as Revision 10	

SCHEDULE D : SUPPLIER PERFORMANCE AND CONTINUOUS IMPROVEMENT**1. PERFORMANCE REVIEW**

- a. The Parties shall hold quarterly review meetings to assess the Supplier's performance against the Key Performance Indicators detailed below, to discuss the issues related to Supply, to identify Continuous Improvement (CI) opportunities and to formulate a strategy for the study and analysis of CI projects. The review meetings shall be held at a mutually agreed location with each Party bearing their own costs.

2. KEY PERFORMANCE INDICATORS

- a. The Parties have agreed to apply the following Key Performance Indicators (KPIs), schedule and weightings:

#	Description	Measure	Weight
1	Order Fulfilment (Strike Rate)	Achieving 100% fulfilment for critical items and a minimum of 95% for all other items	30
2	Delivery in Full on Time	Achieving 90% DIFOT in the first year, then 95% in subsequent years	20
3	Equipment Surveys and Audits	Completion of equipment surveys within the first 6 months of the term of the agreement	10
4	Discrepancies	Discrepancies due to over supply, under supply and supply of damaged goods	10
5	CI Initiatives	Number of Supplier generated improvement opportunities delivered and tracked	10
6	Invoice Mis-matches	Invoice price and quantity discrepancies	10
7	Packing Standards	Recorded exceptions to the agreed packing standards	5
8	Performance Review Adherence	Adherence to the performance review schedule	5
		TOTAL	100

3. CONTINUOUS IMPROVEMENT

- a. The Supplier warrants that its philosophy in supplying goods to the Buyer shall be aimed at the continuous reduction of cost through a team based approach and driven by Continuous Improvement (CI) projects identified, studied and concluded through the regular supply reviews. CI projects encompass all aspects of supply cost, supply

chain operation, technological advances and efficient, world class operating practices.

- b. The Buyer shall have the final decision as to whether the Parties shall implement the identified CI projects and such decisions shall be based on cost/benefit analysis or other criteria determined by the Buyer. In no way shall CI projects which are identified by the Supplier but not implemented by the Parties affect the conditions of supply, including but not limited to warranties, performance guidelines, the Price of Goods and any other terms or conditions of supply
- c. The Supplier, in conjunction with supporting manufacturers, is committed to address all factors that will contribute to the reduction of the Buyer's total cost of ownership.

SCHEDULE E :**Supplier Standards of Conduct**

	Kinross Corporate Responsibility Management System Supplier Standards of Conduct	April 2012
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At Kinross Gold Corporation, we believe that the Buyer and its subsidiaries ("Kinross") have both an ethical and a business imperative to be responsible corporate citizens. This includes establishing a set of minimum standards of conduct for Suppliers of goods and services to Kinross. Kinross wants to do business with Suppliers that share our commitment to corporate responsibility. Building off our Ten Guiding Principles for Corporate Responsibility, and the Principles of the UN Global Compact, of which Kinross Gold Corporation is a signatory, this document sets out the standards by which Kinross expects its Suppliers to conduct their business.

In addition to complying with applicable laws and regulations in the countries where they do business, and applicable contractual obligations, Suppliers to Kinross are expected to meet the following standards:

Safety Culture - Suppliers shall:

- establish and maintain standards, procedures and management controls to ensure compliance with applicable health and safety laws and regulations at all times;
- encourage employees to be actively involved in the improvement of their health and safety; and
- establish an expectation that the only acceptable result is everyone returning home safely every day.

Human Rights - Suppliers shall:

- support and respect the protection of internationally proclaimed human rights; and
 - ensure they are not complicit in human rights abuses by knowingly providing practical assistance, encouragement or moral support that has a substantial effect on the perpetration of the abuse.

Labour Standards - Suppliers shall:

- uphold freedom of association and the effective recognition of the right to collective bargaining;
- support the elimination of all forms of forced and compulsory labour;
- support the effective abolition of child labour; and
 - support the elimination of discrimination in respect of employment and occupation.

Environment - Suppliers shall:

- establish and maintain environmental standards, procedures and management controls to ensure compliance at all times with applicable international standards, laws and regulations;
- support a precautionary approach when there is reasonable suspicion of environmental harm;
- undertake initiatives to promote the 'triple bottom line' of sustainable development - economic prosperity, environmental quality and social equity; and
 - encourage the development and diffusion of technologies that protect the environment, reduce pollution, engage in sustainable resource management and use, increase recycling of their waste and product, and undertake and continuously improve acceptable management of residual waste.

Business Conduct and Ethics - Suppliers shall:

- not engage in any form of corrupt activity, and shall adopt policies and procedures that require compliance with applicable anti-corruption laws and promote anti-corruption compliance practices; and
 - conduct business in compliance with applicable laws and a manner consistent with Kinross' Code of Business Conduct and Ethics (<http://www.kinross.com/about-kinross/corporate-governance/code-of-business-conduct.aspx>)

On-site Activities

- In addition to complying with these standards, while on location at Kinross properties, Sellers must comply with applicable Kinross policies and procedures, including but not limited to those establishing environment, health and safety, and social standards, as may be more fully defined in their contract.

In the course of our visits to Suppliers' operations, Kinross will periodically review Suppliers' conformance with these standards. Once every two years, Suppliers are required to reaffirm their understanding and agreement to comply with these standards (as may be amended from time to time).

We understand and agree to comply with these standards.

Company Name and Address

Name and Title of Representative

Signature

Date (dd/mm/yy)

Accepted by Kinross:

For more information on the terms used in these Guidelines, see the UN Global Compact at <http://www.unglobalcompact.org/index.html>. To learn more about the Kinross commitment to Corporate Responsibility visit: <http://www.kinross.com/corporate-responsibility.aspx>