

The Mine Safety & Health Administration (“we”, “us” or “our”) requires that any “Miner, Visitor, Delivery or Service Person” (hereinafter, “you”) that is entering mine property must have some special instruction, and otherwise agree to these terms, before he/she can enter the property. Newmont Mining Corporation requires that you review and agree to the following information and terms in order to meet this requirement:

1. Traffic Hazards

- a. You will observe and obey left-hand traffic rule.
- b. You will watch out for heavy mobile equipment in the main plant yard and on haul roads.

2. Safety Rules

- a. You will wear hard hats and approved safety glasses where required by us. Hard-toed footwear is recommended by us; however, sturdy leather shoes will be acceptable.
Note: You acknowledge that sandals, open-toed shoes, and shorts are not allowed by us on the mine site and that we may refuse entry to you if you are wearing such items.
- b. You will observe and obey all signs.

3. Plant and Shop Hazards

- a. You will beware of arc welding flashes.
- b. You will beware of grinding wheel hazards and hot sparks.
- c. You will beware of cyanide and other chemical usage on site.
- d. You will watch out for overhead hazards (i.e. crane, forklift, overhead walkways).
- e. You will watch for tripping and slipping hazards.
- f. You will walk on designated aisles and walkways.
- g. You will remain with your assigned tour guide for the duration of the tour.

4. Photography, Videos, etc. Unless we notify you otherwise during a tour, you may take photographs of our properties and facilities while you are on our property. Please note, however, that if you send or submit any communications, content and/or materials to us, including any photographs, videos, data, questions, comments, suggestions, or the like, all such communications, content and/or materials are, and will be treated as, non-confidential materials, and you hereby grant to us a non-exclusive, perpetual, irrevocable, royalty free, worldwide, non-transferable and non-assignable (except to a successor company to our company via merger or a sale of all or substantially all of our business assets), and non-sublicenseable (except to a subcontractor or service provider that is hired by us to assist us with our business), right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display any such communications, content and/or materials throughout the world in any media that we desire solely for purposes of the promotion of our company and our business and/or any of our company properties and/or assets. If you wish to use any photo in publications, you must receive written consent from Newmont External Relations (communityrelations@newmont.com) prior to publishing.

5. Indemnity Obligation. In exchange for granting you access onto our premises, you agree to, and do, indemnify, defend and hold us (and our affiliates, officers, directors, agents, contractors, successors and assigns) harmless from and against any and all allegations, claims, liabilities, damages, losses, fines, penalties, costs, expenses and other amounts, including reasonable attorneys' fees and expenses) (“Claim”), for (i) bodily injury to, or death of persons (including claims and liabilities for care of loss of services in connection with and bodily injury or death) and (ii) loss or destruction of or damage to any property belonging to visitor, owner, or others; provided, however, that the foregoing in (i) and (ii) above shall not apply to the extent any such Claim arises out of or is caused by our negligence or willful misconduct. Without our prior written consent, you shall not agree to a settlement that (i) requires us to incur liability (other than payment of money paid by you), (ii) admit liability or fault, (iii) does not fully release us, or (iv) otherwise suffers any adverse consequence. Also, if you do not assume control over the defense of a Claim as required, we may defend it with counsel of our own choosing, or settle it at your expense pursuant to your obligations hereunder. Further, we shall have the separate right to monitor the defense that is undertaken by you and to participate in litigation, negotiations, and/or settlements related to a Claim at our expense and with counsel of our choosing.

Date of Tour

Company, Institution or Tour Group

Printed Name

Signature

Signature of Parent or Guardian
(if visitor is under 18 years of age)