

ROSEBEL GOLD MINES N.V.

STANDARD TERMS AND CONDITIONS FOR WORKS ON SITE

1. DEFINITIONS

For purposes of these Terms and Conditions and all related activity, the term:

- “Supplier” means: the Supplier, Seller, Contractor or Vendor identified on the applicable Purchase Order (“PO”) and / or Contract;
- “Company” means: Rosebel Gold Mines N.V. (“Rosebel”) identified on the applicable PO and / or Contract.
- “Bill of Quantities” means: The document containing an itemized breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price.
- “Contractor” means: the natural or legal person or legal/ public entity or consortium of such persons and/or bodies who is legally entitled to signed the contract with the Company;
- “Contract” means: the written agreement between the Company and the Supplier;
- “Defects Liability Period” means: The period stated in the contract immediately following the date of provisional acceptance, during which the Supplier is required to complete the works and to remedy defects or faults as instructed by the Supervisor
- “Drawings” means drawings provided by Rosebel or by the Supplier, for the carrying out of the works
- “Liquidated Damages” means: damages which have been agreed beforehand by the parties, and recorded in the contract, as being a genuine estimate of the loss suffered by the injured party (e.g. compensation payable by the Supplier to Rosebel for failure to complete the contract or part of the contract within the contractual periods).
- “Works” means: means the outcome of building or civil engineering works taken as a whole that is sufficient of itself to fulfil an economic or technical function.
- “Confidential Information” means all (sensitive) information disclosed by Rosebel to Supplier, or otherwise all information, pertaining to Rosebel that Supplier comes into possession, or knowledge, of, including, without limitation, all proprietary, confidential and personal information relating to Rosebel and its Affiliates, employees, agents, partners, Suppliers and clients.

2. ACCEPTANCE; NO ADDITIONAL TERMS

Quantity, Delivery Dates, Prices and Specifications in the PO/Contract are critical commitments which are agreed upon by confirming the same by Supplier.

The PO/Contract will be deemed accepted by Supplier upon the first of the following to occur:

- ✓ Supplier making, signing or delivering to Company any letter, form or other writing or instrument acknowledging acceptance;
- ✓ any performance by Supplier under the PO/Contract; or
- ✓ the passage of ten (10) calendar days after Supplier’s receipt of the PO/Contract without written notice to Company that Supplier does not accept.

Company reserves the right to revoke or withdraw the PO/Contract, in whole or in part, prior to Supplier’s acceptance. By accepting the PO/Contract, Supplier agrees to comply with the terms and conditions contained herein and any other attachments noted in the PO/Contract and to provide the services (“Services”) as described herein for the prices indicated therein. Acceptance of the PO/Contract is expressly limited to the terms and conditions contained herein (including attachments to the PO/Contract). No shipment shall be made in case of any deviation from the terms and conditions, including quantities and specifications, specified in the PO/Contract. Unless approved in writing by the Supply Chain Manager or Supply Chain Superintendent, any such deviation shall be covered by means of a revised PO/Contract.

The terms and conditions of a signed contract agreement for the supply of the Goods or Services specified on the PO/Contract will take precedence over these standard terms and conditions. No other terms or conditions

submitted by either party that are in addition to, different from or inconsistent with those contained herein or in the PO/Contract, including, without limitation, Supplier’s standard printed terms and conditions, and any terms and conditions contained in any Supplier quotation, invoice, order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in a writing signed by duly authorized representatives of both parties.

3. RELATIONSHIP OF PARTIES

Supplier shall perform the Services as an independent Supplier and nothing contained herein shall be deemed to create a relationship of employer and employee, partnership or joint venture between Parties.

The Supplier shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the Supplier, its experts, agents or employees. The approval by Company of the subcontracting of any part of the PO/Contract or of the subcontractors to perform any part of the services shall not relieve the Supplier of any of its obligations under the PO.

Nothing in this PO/Contract is intended nor shall be construed as creating any exclusive arrangement with Supplier. This PO/Contract shall not restrict Company from acquiring similar, equal or like services from other Suppliers.

Supplier have no authority to bind Company in any way and shall inform all parties with which it has dealings on behalf of Company of its status as an independent Supplier to Company, and shall not, explicitly or implicitly, hold itself out as, or give any appearance of, having specific or apparent authority to act for or bind Company.

Supplier’s Team is hereby authorized to enter the Mine Site at those locations and at such times that are reasonably necessary to perform the Services in a manner that will not interfere with any activities conducted by Company. This will be under supervision of the responsible Department of Company.

The Supplier shall execute the PO/Contract with due care, efficiency and diligence in accordance with the best professional practice. Supplier represents that it has all required business licenses and permits to provide the agreed Works.

The Supplier shall comply with any administrative orders given by Company. Where the Supplier considers that the requirements of an administrative order go beyond the authority of Company or of the scope of the PO/Contract he shall give notice, with reasons, to Company.

The Supplier shall supply, without delay, any information and documents to Company upon request, regarding the conditions in which the PO/Contract is being executed.

Should any unforeseen event, action or omission directly or indirectly hamper performance of the Services, either partially or totally, the Supplier shall immediately and at its own initiative record it and report it to Company. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Supplier to ensure full compliance with its obligations under the PO/Contract. In such event the Supplier shall give priority to solving the problem rather than determining liability.

If the Supplier is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the PO/Contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the PO/Contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of Company. Any alteration of the composition of the consortium without the prior consent of Company may result in the termination of the PO/Contract.

4. TAXES

Supplier accepts its responsibility for settling its own tax liabilities and herewith indemnifies and holds harmless Company against any and all claims and taxes and levies (including interest, penalties, and any other costs) which are claimed or assessed against Company in connection with or as the result

of payments made hereunder to Supplier for the Services in the United States of America.

For the purpose of above mentioned provision on tax payment, Company reserves the right to audit the books and records of Supplier relating to payments under this PO/Contract. Supplier shall keep a proper administration of its books and records, and agrees to fully cooperate with and give Company access to relevant book and records for such audits, upon prior written request of Company. This right to audit also applies to payment of wages and other secondary benefits to Supplier's Team. In this regard Company warrants that these audits shall be for informative purposes only and that all information retrieved from Supplier's books and records shall be held highly confidential.

5. COMPLIANCE WITH LAWS, STANDARDS AND POLICIES

In providing the Services, Supplier shall perform its obligations faithfully and diligently and will:

- (a) comply with and ensure that its employees, agents, Suppliers and subcontractors ("Personnel") comply with all applicable laws and regulations;
- (b) comply with Company's policies that can be obtained from the procurement department on request and
- (c) to the extent that Supplier's Personnel are required to enter onto Company's Mine Site (in district Brokopondo) or property, ensure that such Personnel comply with all policies, guidelines and procedures of Company as may be amended from time, including, but not limited to Company's Code of Conduct, Business Code of Ethics, Environment, Health and Safety Policy and guidelines, Camp Rules, Traffic Plan, Defensive Drive, and the Alcohol and Drugs Policy.

A copy of these Company policies will be provided to Supplier upon request at the time of commencement of the Services.

6. SAFETY

The Supplier shall ensure the safety on sites during the whole period of execution and shall be responsible for taking the necessary steps, in the interests of its employees, Rosebel employees and third parties, to prevent any loss or accident which may result from carrying out the works.

The Supplier shall take all essential steps, on its own responsibility and at its expense, to ensure that existing structures and installations are protected, preserved and maintained.

As indicated in clause 5 above, Supplier will abide by all applicable Rosebel policies, including but not limited to the Occupational Health, Safety & Environment Policy and Procedures, such as:

- Fall prevention procedure: if they will work on elevation; use of scaffolding
- Excavation procedure: if they will be excavating a permit needs to be issued in conjunction with Mill electrical
- Working near electrical equipment: if they will be working in the vicinity if high voltage
- Lock out Tag out: if they will do electrical tie-in to our current electrical systems; working with energy sources
- Rigging and signaling procedure: for lifting
- Mobile equipment procedure: if they will use mobile equipment during the project e.g. cranes etc.
- Hot work procedure: for welding and flame cutting

7. EXCLUSION OF CONSEQUENTIAL LOSS

Neither party will be liable to the other party under the PO for any special, incidental, indirect, consequential, exemplary or punitive damages or losses, loss of profits or revenues, loss of opportunities, loss of goodwill or loss of capital (collectively "Consequential Loss"), with the exception of Consequential Loss caused by a party's criminal acts, fraud or willful misconduct or Consequential Loss caused by Supplier for which Supplier is required to be insured under a policy of insurance.

8. LIMITATION OF LIABILITY

Supplier assumes all liability for and will indemnify and hold harmless Rosebel from and against any and all liabilities caused by:

- Supplier's negligent performance of the Services;
- Breach of this Agreement by Supplier or its Team;
- Personal or bodily injury or death of any person, including without limitation any third party, damage of property of Rosebel or any third party caused by the negligence of Supplier or its Team.

Rosebel agrees to limit the liability of Supplier, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors to Rosebel, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from Supplier's acts, negligence, errors or omissions, such that the total aggregate liability of the Supplier Group to all those named shall not exceed One Million Dollars (\$1,000,000) or the PO value, whichever is greater. However, compensation for loss or damage resulting from the Supplier's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the Supplier, its staff, its subcontractors and any person for which the Supplier is answerable.

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, and loss of data or any other special, indirect, consequential or punitive damages.

a) Liability for damage to works

The Supplier shall assume (i) full responsibility for maintaining the integrity of the works and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen.

b) Supplier's liability in respect of Rosebel

At any time, the Supplier shall be responsible for and shall indemnify Rosebel for any damage caused, during the performance of the works, to Rosebel by the Supplier, its staff, its subcontractors and any person for which the Supplier is answerable.

c) Supplier's liability in respect of third parties

The Supplier shall, at its own expense, indemnify, protect and defend, Rosebel, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter "claim(s)") arising from any act or omission by the Supplier, its staff, its subcontractors and/or any person for which the Supplier is answerable, in the performance of the duties.

Under these general conditions, the agents and employees of the Supplier, as well as its subcontractors and any person for which the Supplier is answerable are considered to be third parties.

The Supplier shall treat all claims in close consultation with Rosebel. Any settlement or agreement settling a claim requires the prior express consent of Rosebel and the Supplier.

9. INSURANCE

a) General issues

At the latest together with the return of the countersigned contract, and for the period of implementation of tasks, the Supplier shall ensure that itself, its staff, its subcontractors and any person for which the Supplier is answerable, are adequately insured. This also includes, but is not limited to, all required medical, health and travel insurances for Supplier's Team. Neither Supplier nor Supplier's Team shall be entitled to participate in, or receive, any benefits from any insurance plan, disability plan, medical or dental plan, hospital plan, pension benefit plan, deferred compensation plan, savings plan or any fringe benefit or welfare benefit plan sponsored, maintained or provided by Rosebel.

Supplier must, if requested, provide Rosebel with documentation certifying that Supplier and Supplier's Team is insured and in compliance with this Agreement.

As a minimum, the insurances listed hereafter shall provide cover up to the minimum contractual liabilities laid down in pursuance of the PO or minimum statutory liabilities laid down in pursuance of the applicable national legislation, whichever is the highest.

The Supplier shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of Rosebel and Rosebel.

b) Specific issues

1. Insurance for damage to third parties

The Supplier shall take out a civil liability insurance covering bodily injury and property damage that may be caused to third parties by reason of the execution of the works, as well as during the defects liability period. The insurance policy must specify that Rosebel's staff, as well as that of other Suppliers and third parties located on site are considered third parties under this insurance, which shall be unlimited for bodily injury.

2. Works Insurance

The Supplier shall take out a "Supplier All Risk" insurance to the joint benefit of itself, its subcontractors, Rosebel and Rosebel. This insurance shall cover all damage to which the works included in the PO may be subject, including damage due to a defect or a design flaw of the plans, the building materials or the implementation for which the Supplier is responsible under the PO and the damages due to natural events. This insurance shall also cover damage to existing goods and properties of Rosebel and of Rosebel. This insurance shall also cover the equipment and the temporary works on the site up to their total value of reconstruction/replacement.

3. Motor Insurance

The Supplier shall take out insurance covering all vehicles used by the Supplier or its subcontractors (whether they own them or not) in connection with the PO.

4. Insurance against accidents at work

The Supplier shall take out insurance policies providing coverage of the Supplier itself, its staff, its subcontractors and any person for which the Supplier is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies Rosebel against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate, the Supplier shall in addition comply with the laws and regulations applicable in the country of origin.

5. Insurance of liability related to the soundness of the works

The Supplier shall take out insurance covering in full its liability that may be triggered with regard to the soundness of the works even after final acceptance, as foreseen by the law of the Country in which the works are executed.

10. SUPERINTENDENCE AND STAFF

The Supplier shall itself superintend the works or shall appoint a representative to do so. The Supplier's representative shall have full authority to make any decision necessary for the execution of the works, to receive and carry out administrative orders and to countersign the work register. In any event, the Supplier shall be responsible for ensuring that the works are carried out satisfactorily including ensuring that the specifications and administrative orders are adhered to by its own employees and by its sub-Suppliers and their employees

The persons employed by the Supplier must be sufficient in number, and permit the optimum use of the human resources. Such employees must have the skills and experience necessary to ensure due progress and satisfactory execution of the works.

The Supplier shall make its own arrangements for the engagement of all staff and labor. The rates of remuneration and the general working conditions, as laid down by the laws of Suriname, shall apply as a minimum to employees on the site.

11. DRAWINGS

The Supplier shall submit to Rosebel for approval at its own expense, all design and construction drawings and other documents and objects necessary for the proper execution of the PO, and in particular:

- drawings, documents, samples and/or models as may be specified in the PO within the time limits and procedures laid down therein or in the programme of implementation of tasks;
- drawings as Rosebel may reasonably require for the implementation of tasks.

- plans, drawings and calculations needed to provide evidence of the stability and resistance of the structures, including foundation design and detailed reinforcement plan. These calculations and surveys should be sustained by sufficient site investigations and should be submitted in triplicate to Rosebel for approval at least 30 days before commencing construction of the works in question.

Before acceptance of the works, the Supplier shall supply as-built drawings to Rosebel, which shall be in such detail as will enable Rosebel to operate, maintain, adjust and repair all parts of the works.

12. SETTING-OUT

The Supplier shall be responsible for:

- the accurate setting-out of the works in relation to original marks, lines and levels of reference given by Rosebel;
- the correctness, of the position, levels, dimensions and alignment of all parts of the works; and
- the provision of all necessary instruments, appliances and labor in connection with the foregoing responsibilities.

If, at any time during the execution of the works, any error appears in the position, levels, dimensions or alignment of any part of the works, the Supplier, shall, if Rosebel so requires, at the Supplier's cost, rectify such error to the satisfaction of Rosebel, unless such error is based on incorrect data supplied by Rosebel which an experienced Supplier exercising due care would not have discovered, in which case Rosebel shall be responsible for the cost of rectification.

The checking of any setting-out or of any line or level by Rosebel shall not in any way relieve the Supplier of its responsibility for the accuracy thereof and the Supplier shall carefully protect and preserve all bench-marks, sight-rails, pegs and other items used in setting-out the works.

13. WARRANTIES

Supplier represents that its personnel, to conduct the Services, is: Professional, experienced, knowledgeable, qualified and if required by law certified to execute the agreed Services; In good health and are of irreproachable conduct. Upon request of Rosebel, Supplier will provide evidence to prove such; Made aware of all relevant Rosebel policies and guidelines and adhere to them while on the Mine Site. Supplier represents that it has all required business licenses and permits to provide the agreed services. Supplier represents that it is a company in good standing and as such: it shall conduct the Services in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same location; is aware of the risks and characteristics of its business; it will apply the safety measures and precautions as prescribed by Rosebel.

Supplier also represents that it has, at its own expense and prior to performing the Services under this Agreement, fully complied with all applicable insurance laws in force and effect throughout the Term of the Agreement. Supplier will, if requested, provide Rosebel with documentation certifying as such.

14. TEMPORARY WORKS

The Supplier shall carry out at its expense all the temporary works to enable the works to be carried out. The Supplier shall submit to Rosebel the drawings for temporary works which the Supplier intends to use, such as cofferdams, scaffolding, trusses and shuttering. The Supplier shall take into account any observations made by Rosebel while assuming responsibility for these drawings.

15. DELAYS IN IMPLEMENTATION OF THE TASKS

If the Supplier fails to complete the works within the time period(s) specified in the PO/Contract, Rosebel shall, without formal notice and without prejudice to its other remedies under the PO/Contract be entitled to liquidated damages of 0.5% for every calendar day which shall elapse between the end of the period specified for implementation of tasks up to a maximum of 10% of the total PO/Contract sum. . If the Contractor fails to supply the Goods and/or Services within 60 days after the delivery date specified in the

PO/**Contract**, Company may revoke or withdraw the PO/**Contract**, claim any payments made and enter into an agreement with a third party for the supply of the balance of the Goods and/or Services at Supplier's cost.

16. RISK OF LOSS; INSPECTION AND TESTING

The Supplier shall ensure that the components and materials are delivered to the site in time to allow Rosebel to proceed with acceptance of the components and materials. The Supplier is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.

Time is of the essence of Supplier's performance of the PO. Risk of loss of the Services remains with Supplier and title will not pass to Company until the Services are delivered to and accepted by Company at the Company Mine Site.

Where the PO provides for installation, commissioning or any other work to be carried out by Supplier such work shall be executed with good workmanship and using proper materials. As a minimum requirement, such goods shall comply with all applicable quality and certification standards.

If the Supplier fails to supply the Services by the date specified in the PO/**Contract**, the Supplier shall, in place of actual damages, pay to Company liquidated damages of .05% of the PO / **Contract** value per calendar day of delay, with a maximum of 10% of the PO / **Contract** value. If the Supplier fails to supply the Services within 60 days after the delivery date specified in the PO / **Contract**, Company may revoke or withdraw the PO / **Contract**, claim any payments made and enter into an agreement with a third party for the supply of the balance of the Services at Supplier's cost.

Rosebel shall be entitled to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the PO/**Contract** in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or on the site or at such other places as may be specified in the PO/**Contract**.

17. REJECTION

Components and materials which are not of the specified quality shall be rejected. Any work incorporating rejected components or materials shall be rejected.

Rosebel shall, during the progress of the works and before the works are taken over, have the power to order or decide:

- the removal from the site, within such time limits as may be specified in the order, of any components or materials which, in the opinion of Rosebel, are not in accordance with the PO/**Contract**;
- the substitution of proper and suitable components or materials; or
- the demolition and proper re-execution, or satisfactory repair, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of components, materials, workmanship or design by the Supplier for which it is responsible, is not, in the opinion of Rosebel, in accordance with the PO/**Contract**.

The Supplier shall with all speed and at its expense make good the defects so specified.

18. PAYMENTS

Supplier shall supply the Goods and Services for the prices specified in the PO. Unless specified otherwise on the PO, Supplier will invoice Company for supplied Goods and/or Services within **45** days after delivery.

Invoice could also be raised on a monthly basis (for multiple deliveries in a month) provided the rule of one invoice against one PO is followed and it indicates PO number, correct price and quantities as per the PO, and all relevant packing lists and delivery notes (SBL) references

Unless specified otherwise on the PO, Company will make payment of all undisputed amounts due to Supplier within 60 days from receipt of the relevant invoice; provided, however, that if an invoice for Goods is received by Company before delivery of the Goods, the 60-day time period for

payment of the invoice will not commence until the date the Goods are actually delivered to Company. All Invoices for supply of goods, works and services needs to be send by Email to rosebel_accounts_payable@rosebel.com containing the following information on it, if not this Document will be rejected and deemed not received.

1. Supplier name and information
2. Invoice number
3. Invoice date
4. Purchase Order (PO) number
5. Corresponding Line number in the PO/**Contract** against invoice line number
6. Addressed to Rosebel Gold Mines N.V.
7. Currency (SRD, USD, EURO, CAD etc.)
8. Supplier contact details
9. Bank information
10. Approved time sheet / Act of completion duly signed by end user (RGM representative) in cases of works and services (See Annex 1)

Monthly updated statement from all major suppliers/contractors showing clearly invoice numbers and corresponding PO numbers for all pending invoices.

The following valuation methods shall apply (unless otherwise agreed in specifics of PO / **contract** or accepted proposal by Rosebel):

a) For lump-sum works, the amount due under the PO/**Contract** shall be determined on the basis of the breakdown of the overall PO/**Contract** price, or on the basis of a breakdown expressed as a percentage of the PO/**Contract** price corresponding to completed stages of the works. Where items are accompanied by quantities, these shall be firm quantities for which the Supplier has submitted its all-in price, and shall be paid for irrespective of the quantities of work actually carried out.

b) For unit price works:

- the amount due under the PO/**Contract** shall be calculated by applying the unit rates to the quantities actually executed for the respective items, in accordance with the PO/**Contract**;
- the quantities set out in the bill of quantities shall be the estimated quantities of the works, which shall not be taken as the actual and correct quantities of the works to be executed by the Supplier in fulfilment of its obligations under the PO/**Contract**;
- Rosebel shall determine by measurement the actual quantities of the works executed by the Supplier. Unless otherwise provided in the Special Conditions no additions shall be made to the items in the bill of quantities;
- Payment of an invoice is no evidence or an admission that the Works or Services meet the requirements of the PO/**Contract**. Invoices for Works and Services shall contain a description of the Services and Works being invoiced for and must be accompanied by an Act of Completion duly signed off by Company's Project Manager, stating the Acceptance of the rendered Services.

19. PROVISIONAL ACCEPTANCE

The works shall be taken over by Rosebel when they have satisfactorily passed the tests on completion. Upon provisional acceptance of the works, the Supplier shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the PO/**Contract**. It shall also remove any litter or obstruction and redress any change in the condition of the site as required by the PO/**Contract**.

20. DEFECTS LIABILITY

The Supplier shall be responsible for making good any defect in, or damage to, any part of the works which may appear or occur during the defects liability period and which results from the use of defective plant or materials or faulty workmanship or design of the Supplier.

The Supplier shall at its own cost make good the defect or damage as soon as practicable. The defects liability period for all items replaced or renewed shall recommence from the date when the replacement or renewal was made to the satisfaction of Rosebel. If the PO/**Contract** provides for partial acceptance,

the defects liability period shall be extended only for the part of the works affected by the replacement or renewal.

21. FINAL ACCEPTANCE

Upon the expiry of the defects liability period and when all defects or damage have been rectified, Rosebel shall issue to the Supplier a final acceptance certificate stating the date on which the Supplier completed its obligations under the PO/Contract to Rosebel's satisfaction. The final acceptance certificate shall be given by Rosebel within 30 days after the expiration of the defects liability period

22. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

In the course of performing the Works, the Supplier and/or the Company may obtain certain information, oral or written (in whatever form), of a confidential nature (or which reasonably ought to be known as confidential) of the other party in relation to the business, operations, affairs or activities of the disclosing party and/or its affiliates ("Confidential Information"). The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of the PO/Contract. In that regard, Supplier expressly acknowledges that, by providing any Confidential Information to the Company, or by including any Confidential Information in any Goods supplied to the Company, Supplier is expressly authorizing the Company to use such Confidential Information for all purposes incident to the transaction covered by the PO/Contract, including but not limited to future use, repair, or replacement of any Goods provided under the PO/Contract. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its personnel in violation of the terms of this Agreement. If the receiving party is required to disclose the disclosing party's Confidential Information by a lawful court order, subpoena, or similar legal request, the receiving party shall promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek an appropriate protective order. The Confidential Information shall, at all times, remain, as between Parties, the property of Rosebel. Supplier shall, at all times, keep strictly confidential all Confidential Information and shall not disclose such Confidential Information, whether in whole or in part, to anyone, at any time, except those of Supplier's Team that need to know such Confidential Information in order for Supplier to provide services to Rosebel; provided, however, that Supplier's Team is bound to obligations of confidentiality similar to those contained herein by the terms of their employment with, or retention by Supplier. Supplier's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to Supplier, obtained from third parties without violating any confidentiality agreement, required to be produced by Supplier pursuant to any law, subpoena, or court order or required by Supplier in the defense of any claim.

Supplier shall, and shall cause Supplier's Team to, only use the Confidential Information, whether in whole or in part, to provide Services to Rosebel, or pursuant to the written instructions of Rosebel.

Supplier shall, and shall cause Supplier's Team to, at any time, upon the request of Rosebel: cease all use of the Confidential Information; and return to Rosebel or, at Rosebel's request, irrevocably erase or destroy, in a secure manner, the Confidential Information, and any copies thereof except as may be otherwise required by law.

Supplier shall provide to Rosebel, within five (5) days of Rosebel's request, a certificate signed by one of its officers and signed by each Supplier's Team member having had possession or control of the Confidential Information through Supplier certifying that the foregoing actions have been taken in respect of the Confidential Information. Notwithstanding anything contained herein, Supplier shall be entitled to retain a file copy of any Confidential Information deemed reasonably necessary to maintain a complete project record. Any such retained information shall be held in confidence.

In the event that Supplier or any of Supplier's Team become legally compelled to disclose any of the Confidential Information, Supplier will provide Rosebel with prompt notice so that Rosebel may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or

other remedy is not obtained or that Rosebel waives compliance with the terms hereof, Supplier will, or will cause Supplier's Team to, furnish only that portion of the Confidential Information which is legally required and use its best efforts to ensure confidential treatment is afforded the Confidential Information by any recipients thereof.

Each party acknowledges that failure to comply with this paragraph may irreparably harm the business of the other party, and that a breach of one party's obligations under this paragraph shall entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

23. INTELLECTUAL PROPERTY

If, in performing the Works, Supplier provides to Company any intellectual property, trade secrets, work product, work of authorship, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium ("Deliverables"), such Deliverables shall be deemed to be owned by Company, unless Company expressly agrees in writing otherwise. Company shall be deemed the "inventor," "author," and "owner" of all Deliverables under applicable law, and Supplier agrees to assign, and hereby assigns, to Company any and all intellectual property rights in and to such Deliverables. Rosebel shall have the exclusive right to use any proprietary concept, report or process of Supplier that relates to or results from the Services being provided as mentioned in Article 1 of this Agreement.

24. DATA AND INFORMATION

Company shall provide to Supplier all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. Supplier shall be entitled to rely upon the Project Information provided by Company or others and Supplier assumes no responsibility or liability for the accuracy or completeness of such. Company waives any claim against Supplier, and agrees to indemnify and hold Supplier harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. Supplier will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on Supplier's data, interpretations or recommendations.

25. TERMINATION

Company or Supplier may terminate the PO/Contract by written notice to the other party in the event of a material breach by the other party that is not cured within thirty (30) days after written notice thereof has been given. Any termination hereunder shall be without prejudice to any claims for damages or other rights of the parties.

Company may terminate the PO/Contract for its convenience at any time upon providing thirty (30) days written notice to Supplier. In such case, Supplier shall be entitled to receive full compensation for all Services supplied prior to the date of termination.

26. GOVERNING LAW

The PO/Contract is governed by the laws of Suriname. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Suriname.

27. FORCE MAJEURE

In the event Supplier fails to fulfill its obligations hereunder, and when such failure is due to an act of God, or other circumstances beyond its reasonable control such as fire, flood, civil commotion, riot, war (declared or undeclared), revolution, or embargoes to provide and/or execute the agreed Services, Supplier will immediately, within 1 (one) day after occurrence of the situation of force majeure, notify Rosebel in writing thereof. In case of force majeure, Supplier will be compelled to take such measures which are reasonably necessary in order to fulfill Supplier's obligations under this Agreement.

28. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this PO/Contract or the breach, termination, interpretation or invalidity thereof (a "Dispute") shall be resolved as follows:

- a. Parties shall endeavor for a period of 2 (two) weeks to resolve the Dispute by negotiation. This period may be extended by agreement of Parties.
- b. If negotiations are unsuccessful, Parties shall submit the Dispute to the competent court in Suriname.

29. CHILD & FORCED LABOUR AND HEALTH & SAFETY

Company expects its Suppliers:

- (a) to safeguard, within the supply chain until the production units at a minimum that the rights set forth in the Convention on the Rights of the Child, the ILO Minimum Age Convention (C.138) or the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182) are enforced;
- (b) to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO Conventions pertaining to forced labor: Forced Labour Convention, (C.29) and Abolition of Forced Labour Convention, (C.105); and
- (c) to maintain the highest standards of Health and Safety, providing adequate health and safety standards to their employees, in conformity national and international law, rules and regulations. (ILO Convention on Occupational Safety and Health, (C.155).

30. ANTI-BRIBERY & ANTI-CORRUPTION

Neither the Company, nor the Supplier or any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Supplier, has:

- (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;
- (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity or domestic political parties or campaigns from funds;
- (iii) violated or is in violation of any provision of any applicable national or international law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public or any other similar law of any other jurisdiction in which the Supplier operates its business, including, in each case, the rules and regulations thereunder;
- (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or
- (v) otherwise made any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; the Partnership and each of its respective subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws.

Anti-Corruption

Neither the Company, nor the Supplier or any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Supplier, has:

- (i) used any of its funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;
- (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from its funds;
- (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

31. CODE OF CONDUCT

Supplier shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of Company. It shall not commit Company in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.

Supplier or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. Supplier or any of its subcontractors, agents

or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the PO/Contract or for showing favour or disfavour to any person in relation to the PO/Contract. Supplier shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

The payments to Supplier under this PO/Contract shall constitute the only income or benefit it may derive in connection with the PO/Contract. Supplier and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the PO/Contract.

The execution of the PO/Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the PO/Contract or not stemming from a properly concluded PO/Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. Company may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

32. CONFLICT OF INTEREST

The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the PO/Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the PO/Contract shall be notified to Company without delay. In the event of such conflict, the Supplier shall immediately take all necessary steps to resolve it.

33. GENERAL PROVISIONS

Supplier shall not assign, delegate or subcontract the PO/Contract or any interest herein, including any performance or any amount that may be due hereunder, without Company's prior written consent. The PO/Contract, including these Terms and Conditions and any attachments noted in the PO/Contract, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these Terms and Conditions and a provision elsewhere in the PO/Contract (including attachments to the PO/Contract), these Terms and Conditions will prevail. No modification or alteration of the terms hereof shall be binding unless such modification alteration is in writing and signed by both Company and Supplier. Either party's waiver of any breach, or failure to enforce any of the terms and conditions hereof, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.



Customer: Zijin Rosebel Gold Mines N.V. President Da Costalaan 2, P.O. Box 2973 Paramaribo, Suriname, Tel: (597) 325 115

Contractor:

Full name, address, data on means of communication

Agreement (contract) No:

ACT OF WORKS PERFORMED (RENDERED SERVICES)*

Document Number: PO

Document Date:

No.	Description of the works (services) (in the context of their subspecies in accordance with the technical specification, task, schedule of works (services), if any)	Date of works performed (rendered services) **	UOM	Works performed (rendered services)			
				Quantity	Price	Amount	Currency
1							

Customer comments on services rendered:

9

Delivered (Contractor - Position/Signature/Initials):

Accepted (Customer - Position Signature Initials):

10

11

* Is used for acceptance and delivery of works performed (rendered services), except for hiring of contractors and equipment rental under blanket agreements.

** To be filled in if the dates of work performed (rendered services) fall on different periods, as well as in the case when the dates for performing works (rendering services) and the dates of signing (acceptance) of works (services) are different.

- 1 – Sequential number of lines (if applicable).
- 2 – Meaningful description of service rendered or according to contract milestones.
- 3 – See definition.
- 4 – Unit of measure for services is Lot.
- 5 – Quantity of service provided.
- 6 – Price of service.
- 7 – Total amount of line.
- 8 – Currency according to agreement.
- 9 - Customer appraisal of service rendered, if any discrepancy happened must be clearly stated by customer.
- 10 – Signature of vendor representative.
- 11 – Department superintendent’s signature if not available then department manager’s signature.

* Is used for acceptance and delivery of works performed (rendered services), except for hiring of contractors and equipment rental under blanket agreements.

** To be filled in if the dates of work performed (rendered services) fall on different periods, as well as in the case when the dates for performing works (rendering services) and the dates of signing (acceptance) of works (services) are different.