

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (hereinafter referred to as the “**Agreement**”) is entered into and made effective as of (“The Effective Date”)

by and between:

ROSEBEL GOLD MINES N.V., incorporated under the laws of Suriname, having its registered office situated at President da Costalaan no. 02, Paramaribo, registered at the Chamber of Commerce and Industry under no. 37120 (**Annex 1**), duly represented by, General Manager, hereinafter referred to as “**Rosebel**”

and

....., incorporated under the laws of Suriname, having its registered office situated at in district, registered at the Chamber of Commerce and Industry under no. (**Annex 2**), duly represented by, hereinafter referred to as “**Contractor**”

Rosebel and **Contractor** may in this Agreement, collectively be referred to as “**Parties**” and individually as a “**Party**”.

RECITALS:

- I.
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- II.
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Taking the foregoing in consideration, Parties declare to agree as follows:

Article 1 – AGREEMENT

Subject to the terms and conditions of this Agreement, Contractor hereby agrees to provide services to Rosebel for [REDACTED], beginning on the Effective Date, utilizing at the location directed by Rosebel, as described below and Rosebel agrees to pay Contractor the fees that are due for the services provided.

Article 2 - SERVICES

The purpose of this Agreement (in general) is for Contractor to, provide the services, including the [REDACTED], as described in detail in the proposal re: "[REDACTED]" (**Proposal # [REDACTED]**), dated [REDACTED] (**Annex 3– Proposal**), and shall at its own expense provide all items and services as are necessary to perform the Services, **further referred to as "Services"**.

Article 3 – LOCATION

- 3.1. Contractor shall supply the Services at the following location (throughout this agreement, "Location"):
[REDACTED] Rosebel Mine Site in district Brokopondo, Paramaribo, Saramacca without any further description sufficiently known to Contractor.
- 3.2. Contractor shall at all times when present on Rosebel Mine Site comply with the applicable Mine Site policies, standards and procedures.

Article 4 - STAFF OR EMPLOYEES

- 4.1. Contractor will conduct the Services only through her Customer support Team, further referred to as "Contractor's Team", based on an organogram, hereby attached as **annex 4**. Contractor shall only utilize these staff or employees to assist in the provision of the Services, as these individuals are hereby approved and agreed to by Rosebel.
- 4.2. As included in section 29 of Rosebel's Standard Terms and Conditions Goods & Services (**Annex 5**), Contractor may not assign the rights and obligations under this Agreement without the prior written consent of Rosebel, which consent shall not be unreasonably withheld or delayed. If Rosebel consents Contractor's use of a subcontractor for the performance of all or any portion of the Services, Contractor nevertheless is and shall remain fully responsible for compliance with all provisions of this Agreement and the acts and omissions of such subcontractor and all its personnel.

Article 5 – CONTRACT VALUE AND PAYMENT

- 5.1. This Agreement, established in United States Dollars (US\$), is a [REDACTED] contract. Rosebel shall pay Contractor at the fixed prices set forth on the Pricing Schedule (**Annex 6**) of the Agreement. These prices will remain in full force throughout the entire Term of this Agreement, unless modified by a written amendment duly signed by Parties.

The actual costs will be billed based on the actual Services provided by Contractor, as mentioned in Annex 3.

- 5.2. Contractor shall invoice Rosebel for supplied Services after 100% completion of services, in accordance with **Annex 3**. Each invoice shall contain a description of the Services and the information mentioned under paragraph 4 of Annex 5 (Rosebel's Standard Terms and Conditions Goods & Services) and should be sent to rosebelaccountspayable@rosebel.com.
- 5.3. Rosebel shall make payments within 30 (thirty) days after the date of receipt of an undisputed invoice. Invoices received that do not comply with Rosebel's invoicing procedures will be rejected and treated as disputed until the invoice is re-submitted.

Rosebel shall make payment in US Dollars to the following bank account in the name of Contractor:

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- 5.4. Contractor accepts its responsibility for settling its own tax liabilities and herewith indemnifies and holds harmless Rosebel against any and all claims and taxes and levies (including interest, penalties, and any other costs) which are claimed or assessed against Rosebel in connection with or as the result of payments made hereunder to Contractor for the Services.
- 5.5. For the purpose of above mentioned provision on tax payment, Rosebel reserves the right to audit the books and records of Contractor relating to payments under this Agreement. Contractor shall keep a proper administration of its books and records at least for the term of this Agreement, and agrees to fully cooperate with and give Rosebel excess to relevant book and records for such audits, upon prior written request of Rosebel. This right to audit also applies to payment of wages and other secondary benefits to Contractor's Team, as is agreed under paragraph 6.4.1 of the Agreement. In this regard Rosebel warrants that these audits shall be for informative purposes only and that all information retrieved from Contractor's books and records shall be held highly confidential.
- 5.6. Contractor accepts the responsibility to maintain reasonable insurances deemed necessary to carry out the Services during the Term. This also includes, but is not limited to, all required medical, health and travel insurances for Contractor's Team, if they are travelling to Mine Site for the installation.
- 5.7. In addition Contractor will be responsible for payment of wages and other secondary benefits, if applicable, to Contractor's Team which will be located on the Mine Site. Contractor ensure that Contractor Team at all times have applicable visa, work permits, and other documentation necessary for performance of the Services, and all immigration requirements applicable to

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

- 5.8. Neither Contractor nor Contractor'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.

Article 6 – TERM AND TERMINATION

- 6.1. The obligations of the Parties under this Agreement shall commence as of the Effective Date and shall continue for year (s), and valid until (the "Term").
- 6.2. Rosebel may terminate the Agreement at any time, with or without cause and without generating any damages or liability for continued payment of compensation, provided that Rosebel gives prior written notice of termination at least **thirty (30) days** before the intended termination date, which notice shall specify the effective day of termination ("Termination date"). In the event that there are Services in progress, Contractor shall cease such Services effective immediately, unless the notice requires otherwise. Rosebel will only pay the amount equal to the Services actually performed by Contractor up to the termination date.

Article 7 – PERFORMANCE

- 7.1. Contractor and Rosebel will use Key Performance Indicators (KPIs) to evaluate Contractor's performance of its obligations under this Agreement. The KPIs will be set forth on a Contractor's Scorecard (**Annex 7**) to this Agreement. This Scorecard will be developed jointly, and mutually agreed to, by Contractor and Rosebel within thirty (30) days of the execution of this Agreement and shall be promptly thereafter attached hereto. The KPIs will reflect the Parties joint understanding as to the standards to be met by Contractor.
- 7.2. Time shall be of the essence for the performance by Contractor of its obligations under the Agreement. Any dates, periods or times for performance specified in the Agreement are to be met, and in default, Contractor will be in breach of the Agreement.

Article 8 – COMPLIANCE WITH LAWS, STANDARDS AND POLICIES

In providing the Services, Contractor shall, perform its obligations faithfully and diligently and will comply with:

- a. all applicable laws;
- b. all reasonable directions and orders given by representatives of Rosebel;
- c. all policies, guidelines and procedures of Rosebel as may be amended from time, including, but not limited to Rosebel'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 Rosebel policies will be provided to Contractor upon signing of the Agreement **(Annex 8)** In case one of these document, in Rosebel's sole discretion, is amended from time to time, Contractor will be provided with a copy it.

Article 9 – COMMUNICATION

All notices, reports, requests, instructions required or permitted under this Agreement shall be deemed sufficiently given or served if sent by registered mail of mail with receipt confirmation, addressed as follows:

<u>If to Rosebel:</u> Attn: Phone: +597 325115 Mobile: Email:	<u>If to Contractor:</u> Attn.: Phone: Mobile: Email:
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Article 10 - DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this Agreement 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.

Article 11 - GENERAL PROVISIONS

- 11.1. The entire Agreement between Parties with respect to the subject matter hereof is incorporated in this Agreement and supersedes all prior discussions, negotiations, and agreements between the Parties relating to the subject matter hereof. This Agreement can be modified only by a written amendment duly signed by Parties.
- 11.2. This Agreement shall be governed by and interpreted in accordance with the Laws of Suriname.
- 11.3. Contractor may not assign this Agreement without the prior written consent of Rosebel, which consent shall not be unreasonably withheld or delayed.

- 11.4. Rosebel's Standard Terms and Conditions Goods and Services (**Annex 5**) and Contractor's Proposal are enclosed to this Agreement. This Agreement prevails and Rosebel's Standard Terms and Conditions Goods and Services and Contractor's Proposal will only apply, insofar as not provided otherwise in this Agreement.
- 11.5. In the event Rosebel 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, epidemic/pandemic, or embargoes to provide and/or execute the agreed obligations hereunder, Rosebel will immediately, within 1 (one) day after occurrence of the situation of force majeure, notify Supplier in writing thereof. This clause of force majeure will be applicable only if Rosebel advises, by written notice, Supplier, and said written notice will signify the commencement of a force majeure event.
- 11.6. Each Party represents, warrants and covenants to the other Party's, as of the date hereof, that in carrying out its responsibilities, neither that Party, nor any of its equity holders, beneficial owners, partners, officers, directors, employees, agents, or representatives shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value: (A) to (I) any official or employee of any government, or any department, agency, or instrumentality thereof, (II) any political party or official thereof, or any candidate for political office, (III) any official or employee of any public international or (IV) any person acting in an official capacity for or on behalf of such government, department, agency, instrumentality, party, or public international organization, in each case for the purpose of influencing any act or decision of such party, or of such official, employee or candidate in his official capacity, or inducing such official, employee, party or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, party or candidate, or securing any improper advantage, or inducing such official, employee, party or candidate to use his or its influence with a government or instrumentality thereof to improperly or illegally affect or influence any act or decision of such government or instrumentality; or (B) to an officer, employee, agent, or representative of another company or organization, with the intent to influence or reward the recipient's action(s) with respect to his company's or organization's business, or to gain a commercial benefit to the detriment of the recipient's company or organization, or to induce or reward the improper performance of the recipient's duties.
- 11.7. The Agreement and the signatures affixed hereto may be delivered via exchange of original hard copies, by facsimile, or electronically by PDF, and all such signatures and this Agreement so delivered shall be deemed to be originals for all purposes and given the same legal force and effect as the original hard copy of this Agreement and original signatures.

Article 12 - ANNEXES

This Agreement is accompanied by the following Annexes which are deemed to form an integral part of this Agreement:

Annex 1: Extract of the Chamber of Commerce and Industry Rosebel

Annex 2: Extract of the Chamber of Commerce and Industry Supplier

Annex 3: Proposal

Annex 4: Organogram

Annex 5: Standard Terms and Conditions Goods & Services

Annex 6: Pricing Schedule

Annex 7: Scorecard

Annex 8: Rosebel's Policies

IN WITNESS WHEREOF, Parties have duly executed this Agreement in twofold in Paramaribo on the date first written.

<p>ROSEBEL GOLD MINES N.V.</p>	<div></div>
<p>_____</p> <p>-----</p>	<div></div>
<p>General Manager</p>	<div></div> <div></div> <div></div>