Forward Pricing Agreement

Chirano Gold Mines Limited
("Company")

And

XXXXX
("Supplier")

DRAFT

Commencement Date	Duration	Commodity
Number of Pages	**FPA Identification Number**	**Site**
		Chirano

CHIRANO GOLD MINES LIMITED

SERVICE AGREEMENT NO – CGMSUPPLYXXXX

INDEX

ARTICLE 1

1.1 Definitions
1.2 Purchase and Sales
1.3 Terms of Contract

ARTICLE 2

2.1 Purchase Orders
2.2 Packaging and Delivery
2.3 Shipping Terms
2.4 Insurance
2.5 Conforming Goods
2.6 Inspection and Approval
2.7 Right to Reject
2.8 Risk
2.9 Title
2.10 Time of the Essence
2.11 Warranty
2.12 Liability of the Company
2.13 Cooperation
2.14 Expediting
2.15 Material Safety Data Sheet

ARTICLE 3

3.1 Maintenance of the Goods
3.2 After-sales Services for goods
3.3 Suppliers Employees
3.4 Performance of Maintenance and After-sales Services
3.5 Absence of Exclusive Rights

ARTICLE 4

4.1 Price
4.2 Invoice and Payments
4.3 Remit to Company Address
4.4 Manner of Payment
4.5 Audit

ARTICLE 5

5.1 Licenses and Permits
5.2 Compliance with Laws and Company Policies
5.3 Compliance with Ant-Corruption Laws
5.4 Protected Information
5.5 Non- Solicitation
5.6 Insurance

ARTICLE 6

6.1 Termination by the Company and the Supplier
6.2 Termination of a Purchase Order by the Company
6.3 Provisions which Operates Following Termination

ARTICLE 7

7.1 General Indemnity
7.2 Infringement Indemnity

DRAFT

7.3 Tax Indemnity
7.4 Exclusion

ARTICLE 8

8.1 Force Majeure
8.2 Sections and Headings
8.3 Number
8.4 Precedence
8.5 Benefit of Agreement
8.6 Entire Agreement
8.7 Amendments and Waivers
8.8 Assignment
8.9 Severability
8.10 Notices
8.11 Set-off
8.12 Governing Law
8.13 Execution, Delivery and Performance
8.14 Relationship
8.15 Legal Advice
8.16 Counterparts

SCHEDULE A - List of Items and Pricing

SCHEDULE B - Documentation and Packaging

SCHEDULE C - Supplier Standards of Code

DRAFT

SUPPLY AGREEMENT

This Supply Agreement (this "**Agreement**") is made as of **date**

BETWEEN: **Supplierxxxxx** having its registered office at xxxxxxxxxxxxxxxxxxxxxx

(the "**Supplier**")

AND: **CHIRANO GOLD MINES LIMITED**, a company formed in Ghana, having its registered office at No. 148A Giffard road, Marvel house, 2nd floor, office (A.S.1), East-Cantonments, Accra, Ghana

(the "**Company**")

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

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

AND WHEREAS the Company wishes to retain the Supplier to provide and sell the Goods, and the Supplier 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) "**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.

(b) "**Price**" shall mean, collectively, the rates or prices specified in Schedule A and identified in each Purchase Order.

(c) "**Purchase Order**" shall mean any purchase order issued pursuant to Section 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.

(d) "**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 Company 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 Company 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 **date**, unless extended by mutual agreement of the Parties in writing or terminated earlier in accordance with the provisions set out herein.

ARTICLE 2
ORDERS AND DELIVERY

2.1 **Purchase Orders.** The Company shall submit to the Supplier a Purchase Order for each order of Goods. All Purchase Orders shall be in accordance with the terms and conditions of this Agreement and at the Price established herein. In the event that any provision of the terms and conditions attached to a Purchase Order is in conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern. A Purchase Order shall be deemed accepted by the Supplier upon the earliest of: (a) written acknowledgement of acceptance by the Seller, (b) performance by the Supplier thereunder, or (c) when ten (10) days have elapsed since the receipt of the Purchase Order by the Supplier, and where the Supplier has not given notice to the Company that it (i.e. the Supplier) does not accept the Purchase Order. The Company expressly reserves the right to either revoke or withdraw a Purchase Order, whether in whole or in part, prior to acceptance of the Purchase Order by the Supplier.

2.2 **Packaging and Delivery**. The Supplier shall supply the Goods and all relevant documentation to the Company at the delivery point that is specified on the Purchase Order. In the event that the Goods and/or documentation are incorrectly delivered, then the Supplier shall be responsible for any and all additional expense that may be incurred in delivering them to the correct destination (as specified on the Purchase Order). The Supplier shall ensure the dispatch, shipment and delivery of the Goods by transportation companies following routes that have been agreed upon by the Company and at the expense of the Supplier. Unless otherwise agreed on a Purchase Order, the Supplier shall be responsible for ensuring that the packing and shipping of the Goods shall be suitable so as to ensure that they are received by the Company in good condition and without any damage in transit. The Supplier shall be responsible for any damage, spoilage or defect in the Goods that may be found by the Company upon arrival, subject to Section 2.7 below.

2.3 **Shipping Terms**. The shipping terms for the Goods delivered by the Supplier to the Company shall be those provided in Schedule A, unless otherwise indicated in a Purchase Order. The shipping terms stipulated by the Parties shall be interpreted in accordance with the *Incoterms 2010* published by the International Chamber of Commerce.

2.4 **Insurance**. Unless otherwise agreed in a Purchase Order, the Price for the Goods shall be fully inclusive of all insurances covering damage to the Goods during their transportation, as well as all carriage freight and handling costs up to the place of delivery, as specified on the Purchase Order. Further, the Supplier shall assume the risk of loss with respect to and be responsible for insuring the Goods against loss or damage before their delivery, during their transportation up to the point of delivery specified in the Purchase Order and until acceptance by the Company. In addition, in the event that the Goods subject to a Purchase Order are damaged or destroyed prior to delivery to the Company and acceptance by the latter, then the Company shall be entitled to cancel the Purchase Order in respect of these Goods and without the Supplier being entitled to any payment or compensation. If any payment has been made by the Company in respect of the aforementioned Goods, then the Supplier shall immediately refund, in full, the amount paid by the Company.

2.5 **Conforming Goods**. The Supplier undertakes to ensure that the Goods that are supplied to the Buyer under a Purchase Order are fully in accordance in all respects with the specifications therein. In the event that there are no specifications and/or where such specifications that are set out in a Purchase Order are not explicit, then all Goods provided by the Supplier under this Agreement shall be new, of the latest design and best quality and in strict conformity with the requirements of the Company.

2.6 **Inspection and Approval**. All Goods that are supplied under this Agreement shall be subject to inspection, testing and approval by the Company and/or its agents, either before or after delivery of the Goods, to ensure compliance with the specifications and terms of the corresponding Purchase Order. In this regard, the Company and/or its agents shall have full and free access, and at all reasonable times, to inspect the Goods with regard to quality, progress and compliance with the requirements of the Purchase Order. Any inspection carried out (whether before or after delivery of the Goods), or lack of inspection, or checking, or approval of the Goods, shall not discharge the Supplier from its obligation to supply and deliver Goods that are strictly in conformity with the requirements of this Agreement and the corresponding Purchase Order.

2.7 **Right to Reject**. The Company may reject the Goods without cost or liability, and without prejudice to any other rights which the Company may have against the Supplier, if upon inspection, and within a reasonable time of delivery to the Company, the Goods are found by the Company to be defective as to quality or quantity, or otherwise unfit for the Company's purpose. At the sole and entire discretion of the Company, any Goods that are defective may be required to be made good at the cost of the Supplier, or they may be rejected in whole, or in part, for return to the Supplier, at the cost and risk of the Supplier.

2.8 **Risk**. Risk in the Goods and their legal custody shall pass to the Company upon delivery of the whole of the Goods at the premises of the Company or at the premises of its forwarding agents, as specified in the Purchase Order, unless specifically stated otherwise.

2.9 **Title**. The Supplier warrants to the Company that the Supplier shall provide good and unencumbered title, free and clear of all third party interests and liens, for all Goods under each Purchase Order. Title in the Goods shall pass to the Company upon whichever shall occur first: the payment of the Price by the Company, in its entirety or in part, or upon delivery of the Goods, in whole or in part, to the Company.

2.10 **Time of the Essence**. The Supplier hereby acknowledges that time is of the essence under this Agreement and that, should the dispatch of the Goods be delayed beyond the delivery period stated in a Purchase Order, the Company shall have the right, and without prejudice to any of its other rights under the terms of this Agreement, (a) to cancel the Purchase Order without payment to the Supplier, or any compensation whatsoever, or (b) make special alternative arrangements for delivery which shall be at the expense of the Supplier. However, the Supply Manager, Finance Manager and/or Purchasing Officer of the Company, or the Company's agent may, at his discretion, grant an extension to the delivery period, if so requested by the Supplier, where reasonable notice has been given by the latter for such an extension to the delivery time

2.11 **Warranty**. In addition to any warranty that may be provided by law governing the sale and purchase of Goods pursuant to this Agreement, the Supplier expressly warrants to the Company, and its successors and assigns that the Goods that are the subject of a Purchase Order shall be in conformity with the specifications of the Purchase Order, and be fit and sufficient for the purpose intended by the Company (as detailed in the Purchase Order). The Supplier further warrants that all Goods shall be free from all construction defects, hidden defects, spoilage, damage or imperfections that affect or could affect their use, ordinary production, and they must comply with the highest standards in all respects. In the event that any of the Goods do not comply with the foregoing, then the Supplier expressly accepts that the Company, in addition to any other right that it may have under the terms and conditions of this Agreement, shall be able to demand that the Supplier repair or replace the Goods in question, at its expense. Further, the Supplier warrants that it has not offered any inducement or gift, or provided any inducement or gift to the Company, its directors, officers, employees or agents to encourage them to issue a Purchase Order and buy Goods.

2.12 **Liability of the Company**. The maximum liability of the Company to the Supplier under a Purchase Order shall be limited to the value of the Purchase Order, or for any single item on a Purchase Order, to the value of that item.

2.13 **Cooperation**. The Parties agree to discuss on a regular basis continuous improvement opportunities with respect to processes, price competitiveness, invoice payments, service levels and back order reports with the intent of resolving issues and addressing the concerns of each Party.

2.14 **Expediting**

It is a requirement that the Supplier submits via fax or e-mail to the Company an outstanding order report on a weekly basis, with full details of order number, item number, date order received, revised date for delivery and reason for delay. The Supplier shall advise the Company in advance of any orders of any shutdown or expected supply disruptions. If full delivery of an order is not available partial shipments will be accepted by the Company.

2.15 **Material Safety Data Sheets**

Suppliers must supply Material Safety Data Sheets for all items covered in this Agreement that are recognised by the relevant authorities as dangerous goods. All items supplied must meet the relevant Canadian Standards Requirements and Ghana Environmental Protection Agency Act, 1994.

ARTICLE 3
MAINTENANCE AND AFTER-SALES SERVICE

If Schedule A provides that the Supplier shall carry out maintenance work and/or provide after-sales service with respect to the Goods, then this Article 3 shall apply to such work or service.

3.1 **Maintenance of the Goods**. The Supplier undertakes to ensure a regular planning of maintenance work rounds on the Goods, which shall take place within the Company's premises. The frequency and duration of the rounds shall be determined beforehand in agreement with the Company. During any maintenance work round, the Supplier shall:

(a) Carry out preventive inspections and operations in order to keep the Goods in perfect working order;

(b) Comply with all urgent corrective interventions on the Goods requested by the Company; and

(c) Comply with all requests from the Company requiring the intervention of all kinds of services on the Goods.

In the event of a duly established malfunctioning of the Goods requiring the intervention of the Supplier, the latter shall, upon request of the Company, remedy the problem during the maintenance work rounds. In the event of an impossibility

to fulfil the request, either because the duration of the intervention is too long as regards the projected duration of the round, or because the nature of the work requires the intervention of a specialized technician, the Supplier shall inform the manager of the premises and agree with him on a date of intervention, which shall be carried out as soon as possible. At the end of each round and/or corrective intervention, the Supplier shall issue an intervention report specifying the times of the beginning and end of the intervention, the nature of the works performed, and the list of supplies related to the Goods. The intervention reports shall be delivered by the Supplier to the Company for signature on the day following each round and/or corrective intervention on the Goods, at the latest.

3.2 **After-Sales Service for the Goods**. The Supplier shall perform after-sales service for the Goods in a proper way in accordance with the current progress of technology on the one hand and the nature, capacities and deterioration of the Goods under contract on the other hand. Furthermore, and provided that the Goods comply with the specifications of the current regulations, the Supplier undertakes to provide for the after-sales service and its functioning according to the relevant laws and regulations relating to safety, energy saving, and the fight against pollution. The Supplier shall comply with the safety instructions and current regulations relevant in Ghana.

3.3 **Supplier's Employees**. The Supplier shall always retain its functional and disciplinary authority over all the employees involved in the performance of maintenance work and after-sales service. Only the Supplier shall be entitled to control the organization and working methods. The Supplier is liable for all tax and social obligations pertaining to its employees and will hold the Company harmless of any liability and penalty that may arise out of this Agreement. The Supplier shall keep in force the insurance policies covering all accidents caused or suffered by any of the employees within the premises of the Company. If maintenance work and after-sales services are provided within the Company's premises, the Supplier's employees shall comply with the current policies and procedures, legal rules of health and safety and relevant regulations laid down by the Company. All employees of the Supplier in charge of the maintenance and after-sales services shall always remain the employees of the Supplier, who retains all the employer's obligations towards the employees under the responsibility of the Supplier. The Supplier undertakes to provide its employees with the work clothes and accessories relevant to their identification within the premises by the Company. The Supplier's employees (whether at the Chirano gold mine site or elsewhere in Ghana) must use seat belts in vehicles at all times.

3.4 **Performance of the Maintenance and After-Sales Services**. The Supplier shall perform maintenance work and after-sales services in the proper way, according to the current reasonable commercial practices relevant to the performance of similar services to Companys in a situation similar to that of the Company.

3.5 **Absence of Exclusive Rights**. The obligation of the Supplier to provide for maintenance work and after-sales services under its supervision does not create an obligation of exclusivity as regards the Company. No specification in this Agreement or in a Purchase Order and no action on the part of the Company shall be interpreted as adding a restriction to the right of the Seller to provide for any service, including without limitation services similar to the services provided to persons other than the Company.

ARTICLE 4
PRICE AND PAYMENT

4.1 **Price.** The Price provided in this Agreement shall remain firm and fixed for the duration of this Agreement. Unless expressly agreed otherwise, the Price shall represent the complete cost to the Company. Accordingly (and unless expressly agreed otherwise by the Parties), the Price shall not be subject to any escalation, additional charges or any other increases whatsoever.

Further, the Price shall include any and all costs, royalties and license fees, taxes, customs duties, fees or charges of whatever kind that are incurred by the Supplier, as well as any and all packaging, marking, crating, handling and shipping costs, but unless otherwise provided in a Purchase Order, exclusive of any and all value-added tax, goods and services tax, sales tax, stamp tax, the National Health Insurance Levy of Ghana and taxes of a similar nature, pursuant to any Applicable Law. In the event that the costs of the Supplier are reduced prior to shipment of the Goods, then the Price herein shall also be reduced accordingly. The Company will receive the best available pricing during the duration of this Agreement based on accounts of similar size and volumes.

4.2 **Invoice and Payment**. Unless otherwise stated on 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. Invoices shall be in a form abiding by legal requirements and approved by the Company. The Company may from time to time address to the Supplier instructions related to the invoicing modalities to take into account tax, customs and/or exchange control regulations applicable to the sale of the Goods, in accordance with Applicable Law. The Company 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 Company 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 Company shall not be liable for any interest on any overdue account to the Supplier where it arises out of a disputed, incorrect or unsupported

invoice. The Company shall notify the Supplier 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 Company 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.

4.3 **Remit to Company's Address**. Invoices and statements shall be addressed for the attention of Accounts Payable, CHIRANO GOLD MINES LIMITED, P.O. PMB CT 222, Accra, Ghana. The Company shall have no liability for the non-payment or late payment of incorrectly addressed invoices and/or statements.

4.4 **Manner of Payment.** All payments to the Supplier under this Agreement 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 the Supplier.

4.5 **Audit**. During the term of this Agreement and for two (2) years after its termination, the Company or its Representatives shall have the right, upon prior written notice, to review the records and accounts maintained by the Supplier pertaining to (i) pricing of Goods related to any established pricing formulas, (ii) the pricing of Goods related to agreed benchmarks and/or most favoured customer pricing arrangements, and (iii) source document supporting invoices submitted to the Company.

ARTICLE 5
COVENANTS OF THE SUPPLIER

5.1 **Licences and Permits** Except as otherwise expressly provided herein, the Supplier shall be responsible for obtaining and maintaining at its own expense any and all licences, permits and approvals necessary for its performance of this Agreement.

5.2 **Compliance with Laws and Company Policies.** The Supplier shall comply with (a) all laws, rules and regulations of any governmental or regulatory body having jurisdiction over any aspect or part of its performance of this Agreement, including but not limited to all applicable environmental, health and safety, labour and immigration laws and regulations (collectively, **"Applicable Law"**), (b) all reasonable orders and directions given by the Company's Representatives and (c) all policies, guidelines, rules and procedures of the Company that apply to the Supplier or the supply of Goods hereunder and that have been provided to the Supplier, as such policies, guidelines, rules and procedures may be amended from time to time, including, without limitation, all health, safety and environmental requirements of the Company. Without limiting the generality of the foregoing, the Supplier and its employees and agents shall execute and comply with the Company's Supplier Standards of Conduct, attached hereto as Schedule B, which forms an integral part of this Agreement. The Company may from time to time monitor or audit compliance with this Section 5.2. The Supplier and its employees and agents shall comply with all relevant operating permits and approvals. The Supplier and its employees and agents shall comply with all rules and regulations of any insurance company that may have issued a policy to the Supplier.

5.3 **Compliance with Anti-Corruption Laws.**

(a) General: Without limiting the generality of Section 5.2, the Supplier hereby agrees to take no actions, and to cause its Representatives, its affiliates and their respective Representatives, to take no actions, of any nature 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 Criminal Act, 1960 (Act 29) as amended, of the Republic of Ghana (the "**Criminal Act**"), the OECD Convention on Combating Bribery of Foreign Government Officials in International Business Transactions ("**OECD Convention**") or any similar laws or provisions applicable to the Supplier, including, without limitation, 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 the Supplier 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. The Supplier hereby acknowledges and agrees that neither the Supplier 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 the Company or any of its affiliates for any purpose, including without limitation in any manner that would or could result in a violation or contravention of the provisions of the FCPA, the CFPOA, the Criminal Act, the OECD Convention or other similar laws or provisions applicable to the Supplier.

(b) Monitoring: The Supplier agrees to monitor compliance by it, its affiliates and their respective Representatives with this Section 5.3 and promptly to notify the Company in writing, and provide Company with all relevant particulars, of any violation or suspected violation of this Section 5.3 or any applicable anti-corruption law or

provision (including, without limitation, the FCPA, the CFPOA, the Criminal Act or the OECD Convention), or any request for information regarding the same, involving the Company, its affiliates, any of their respective Representatives or the supply of Goods hereunder.

(c) Consent: The Supplier consents to the Company reporting to any governmental authority any violation or suspected violation of this Section 5.3 by the Supplier, its affiliates or their respective Representatives, and agrees to comply and cooperate in any inquiry or investigation by or on behalf of the Company or any governmental authority relating to compliance with or a breach of this Section 5.3 or any Applicable Law or anti-corruption provision (including, without limitation, the FCPA, the CFPOA, the Criminal Act or the OECD Convention). The Supplier also agrees to provide, upon the Company'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).

(d) Audit: The Supplier agrees that the Company shall have the right to audit compliance of Supplier, its affiliates and their respective Representatives with this Section 5.3, and inspect all records and procedures of Supplier, its affiliates and their respective Representatives to verify compliance with this Section 5.3.

(e) Familiarity: The Supplier represents that it is familiar with the FCPA, the CFPOA, the Criminal Act, the OECD Convention and any other similar laws or provisions applicable to the Supplier and their purposes. In particular, the Supplier 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.

(f) Proceeds: The Supplier represents and warrants that none of the Supplier's partners, owners, principals or directors, officers, employees, subcontractors or agents is an official, officer or representative of any government, and that no part of the compensation to be provided to Supplier under this Agreement shall be accepted or used by the Supplier 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, (iii) the laws of the Republic of Ghana, including the Criminal Act, or (iv) the OECD Convention.

5.4 Protected Information.

(a) Definitions: For the purposes of this Agreement, the following terms shall have the meanings set out below:

(i) "**Authorized Representative**" means any Representative of the Supplier or any of its affiliates, or any financial, legal or other advisor of the Supplier or any of its affiliates, or any consultant, contractor or subcontractor of the Supplier 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 Protected Information for the purpose of the Supplier's performance of this Agreement and (ii) such Person is subject to confidentiality obligations that apply to the Protected Information and are at least as stringent as those contained in this Section 5.4;

(ii) "**Confidential Information**" means all information, data, knowledge and know-how, in whatever form and however communicated, relating directly or indirectly to the Company 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 the Company to the Supplier or its Authorized Representatives, or that is or was otherwise learned or obtained by the Supplier or its Authorized Representatives. Without limiting the generality of the foregoing, Confidential Information includes raw data from the Company'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 the Company subject to an obligation of confidentiality;

(iii) "**Person**" means any natural person, partnership, company, corporation, unincorporated association, governmental authority or other agency, trust, trustee or other entity, howsoever designated or constituted;

(iv) "**Personal Information**" means all information about identifiable employees, customers or potential customers of the Company or any of its affiliates or other individuals, including personnel records and any other Personal Information (as more particularly defined in the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any other

similar laws governing the protection of personal information in the private sector applicable to the Supplier or the Company such as the *Data Protection Act, 2012 (Act 843)* (Ghana) (collectively, **"Applicable Privacy Legislation"**)); and

(v) "**Protected Information**" means and shall include both Confidential Information and Personal Information.

(b) Confidential Information – Confidentiality and Limited Use: The Supplier acknowledges that certain Confidential Information will be received by the Supplier and its Representatives during the course of the Supplier's performance of this Agreement. Subject to Section 5.4(c) below, the Supplier shall only use the Confidential Information as is necessary for the Supplier's performance of this Agreement, and for no other purpose, and shall hold the Confidential Information in strict confidence and not disclose same to any other Person, including any employee, contractor or subcontractor of the Supplier, either before, during or after the performance of this Agreement, except with the prior written consent of and on terms acceptable to the Company, in its sole and absolute discretion (which consent may be withheld or withdrawn at any time).

(c) Exceptions: The restrictions in Section 5.4(b) above shall not apply where the Confidential Information:

(i) subject to Section 5.4(e) below, is disclosed by the Supplier to an Authorized Representative;

(ii) is in the public domain at the time of disclosure to the Supplier, or later enters the public domain other than by breach of this Section 5.4;

(iii) was in the Supplier's lawful possession prior to disclosure by or on behalf of the Company or any of its affiliates, as confirmed by written records, and was not subject to any obligation of confidentiality to the Company or any of its affiliates;

(iv) is lawfully acquired by the Supplier from a third Person who is under no obligation of confidentiality in respect of such information, but only to the extent permitted by that third Person; or

(v) subject to Section 5.4(f) 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 the Supplier.

No specific information will be deemed to be within any of the exceptions contained in this Section 5.4(c) (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 the Parties as to whether specific information is within one or more of the Exceptions, the Supplier will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed Exception(s).

(d) Personal Information – Compliance and Limited Use: The Supplier warrants and agrees, for itself and on behalf of its Authorized Representatives to:

(i) only collect, use or disclose Personal Information as is necessary for the Supplier's performance of this Agreement, and for no other purpose; and

(ii) strictly comply with Applicable Privacy Legislation in the course of any such collection, use and disclosure of any Personal Information, as permitted hereby, in relation to the Supplier's performance of this Agreement.

The Supplier further warrants and agrees that:

(i) subject to Section 5.4(f) below, only its Authorized Representatives will have access to Personal Information, and each such Person will be instructed and required to treat the Personal Information in accordance with the terms and conditions provided herein and Applicable Privacy Legislation;

(ii) appropriate security safeguards will at all times be implemented in respect of the collection, use, disclosure, transmission, storage and destruction of Personal Information, having regard to the form and sensitivity of the Personal Information; and

(iii) neither the Supplier nor any of its Authorized Representatives will make, or permit or cause to be made, any unnecessary copies of any Personal Information.

(e) Authorized Representatives: The Supplier shall use its best efforts to minimize the risk of disclosure of Protected 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 Protected Information in accordance with this Agreement and Applicable Privacy Legislation, including in each case advising its Authorized Representatives of the confidential nature of the Protected Information and the relevant provisions of this Agreement and Applicable Privacy Legislation.

(f) Notice of Compulsion to Disclose: If the Supplier or any of its affiliates or Authorized Representatives becomes legally compelled to disclose any of the Protected Information, the Supplier shall provide the Company with prompt notice so that it may seek an appropriate remedy at law or in equity and/or waive compliance with the provisions of this Agreement. The Supplier 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 the Company to seek such remedy. If such remedy is not obtained by the Company, the Supplier shall only disclose or, as applicable, ensure that any Authorized Representative of the Supplier only discloses, that portion of the Protected Information that is legally required to be disclosed, and the Supplier shall exercise its best efforts to obtain an order or other reliable assurance that such Protected Information will receive confidential treatment in accordance with the spirit of this Agreement. If the Supplier or any of its affiliates or Authorized Representatives receives a request from a third party to disclose any of the Protected Information, but the Supplier is not required by Applicable Law to disclose such Protected Information, the Supplier shall promptly decline the request and notify the Company in writing.

(g) Privileged Material: The Supplier acknowledges that certain of the Company's books, records and information representing or containing Confidential Information to which the Supplier may be given access are books, records and information to which solicitor-Company privilege and/or litigation privilege (collectively, "**Privilege**") attaches. Except where the Confidential Information so indicates on its face, the Company shall be required to identify to the Supplier which Confidential Information is subject to Privilege (collectively, "**Privileged Material**"). The Supplier recognizes and acknowledges that the Company has a material interest in the preservation of Privilege in respect of Privileged Material. The Supplier agrees (acting on its own behalf and as agent for its affiliates) that:

(i) such access is being provided solely for the purposes set out in this Agreement;

(ii) such access is not intended and should not be interpreted as a waiver of any Privilege in respect of Privileged Material or any right to assert or claim Privilege in respect of Privileged Material. To the extent there is any waiver, it is intended to be a limited waiver in the Supplier favour, solely for the purposes set out in this Agreement;

(iii) the Supplier shall keep the Privileged Material in strict confidence, and disclose such material solely to its Authorized Representatives and only to the extent required for the purposes of this Agreement;

(iv) at the Company's request, all copies of Privileged Material, and any notes that would disclose the contents of Privileged Material, will be destroyed or returned to the Company; and

(v) at the Company's request, the Supplier shall claim or assert, or co-operate to claim or assert, Privilege in respect of the Company's Privileged Material.

(h) Return of Information: Upon the Company's written request therefor, the Supplier shall return to the Company any and all Protected Information in the possession or control of the Supplier, any of its affiliates or Authorized Representatives, and destroy all copies of any and all analyses, compilations, studies or other documents prepared by the Supplier, its affiliates or Authorized Representatives based upon the Protected Information, and a senior officer of the Supplier shall certify same in writing.

(i) Remedies: The Supplier acknowledges that the Protected Information is proprietary and confidential to the Company, which will be irreparably damaged if any of the provisions contained in this Agreement are not performed by the Supplier, its affiliates or Authorized Representatives in accordance with the terms set out herein. The Supplier agrees that monetary damages will be inadequate to compensate the Company for any breach of this Agreement, and the Company 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 Agreement by the Supplier, its affiliates or Authorized Representatives.

5.5 Non-Solicitation. During the term of this Agreement and for a period of one year following its expiration or termination, the Supplier shall not directly or indirectly employ, engage, contract with or solicit for employment any director, officer or employee of the Company or any of its affiliates, or assist any third party in any such activity, without the prior written consent of the Company.

5.6 **Insurance.** During the term of this Agreement and for a period of at least one year following its expiration or termination, the Supplier shall provide and keep in force such insurance as is required by the law of the jurisdiction(s) in which the Supplier's performance of this Agreement shall take place. The amount of such insurance, the forms of the policies, the companies issuing the same, and all other matters with respect to the adequacy of insurance protection shall be subject to the prior and continuing approval of the Company, and certificates of such insurance shall be deposited by the Supplier with the Company prior to commencement of the Supplier's performance of this Agreement. All such policies shall name the Company as an additional insured and shall include a provision to the effect that the Company shall be given not less than ten (10) days prior written notice of any cancellation or change that affects the coverage, and any certificates deposited with the Company shall recite such provision.

ARTICLE 6
TERMINATION

6.1 **Termination by the Company and the Supplier**.

(a) The Company may terminate this Agreement at any time for convenience upon thirty (30) days of prior written notice to the Supplier. In the event that this Agreement is terminated pursuant to this Section 6.1(a), the Company shall pay the Supplier for Goods subject to an outstanding Purchase Order as of the date such notice is given (but subject to Article 2 and Section 6.2), plus expenses duly incurred and the Supplier's reasonable direct costs associated with such termination. The Company shall only be liable for termination costs supported by documentation that is reasonably satisfactory to the Company.

(b) The Company may terminate this Agreement at any time without advance notice, or payment in lieu of notice, for (i) any breach of this Agreement by the Supplier or any of the Supplier's Representatives that, if the breach is capable of being cured, the Supplier has not cured within fourteen (14) days of written notice of the specific breach and a demand for its cure, or (ii) if the Supplier is the object of any petition or proceeding for bankruptcy or liquidation or other legal relief for creditors before any competent judicial or administrative body. In the event that this Agreement is terminated pursuant to this Section 6.1(b), the Company shall pay the Supplier for Goods subject to an outstanding Purchase Order the date such notice is given (but subject to Article 2 and Section 6.2).

(c) Without limiting the generality of Section 6.1(b), the Company may terminate this Agreement at any time without advance notice if (i) it has a reasonable basis for concluding that the Supplier has breached any provision of Section 5.3 or (ii) any governmental or regulatory body having jurisdiction over the Supplier alleges that the Supplier or any of its Representatives has acted in a manner that breaches Section 5.3. In the event that this Agreement is terminated pursuant to this Section 6.1(c), the Company shall pay the Supplier for Goods subject to an outstanding Purchase Order the date such notice is given (but subject to Article 2 and Section 6.2).

(d) In the event that the Company fails to pay the Supplier for Goods as required by this Agreement, and does not remedy such failure within thirty (30) days of receipt of written notice from the Supplier, the Supplier may terminate this Agreement. In the event that this Agreement is terminated pursuant to this Section 6.1(d), the Company shall be liable to the Supplier for Goods subject to an outstanding Purchase Order the date such notice is given (but subject to Article 2 and Section 6.2), plus expenses duly incurred and the Supplier's reasonable direct costs associated with such termination. The Company shall only be liable for termination costs supported by documentation that is reasonably satisfactory to the Company.

6.2 **Termination of a Purchase Order by the Company**. The Company may, by giving written notice to the Supplier at any time, terminate a Purchase Order, whether in its entirety or in part, with regard to any portion of the Goods that have not, at the time of termination, been delivered to the Company. In the event that a Purchase Order is terminated pursuant to this Section 6.2, the Company shall be liable to the Supplier for its expenses duly incurred and the Supplier's reasonable direct costs associated with such termination. The Company shall only be liable for termination costs supported by documentation that is reasonably satisfactory to the Company.

6.3 **Provisions Which Operate Following Termination.** Any obligation of either Party that by its nature extends beyond the expiration or earlier termination of this Agreement, including but not limited to the Supplier's obligations under Sections 4.5, 5.4, 5.5, 5.6 and Article 7, shall survive and continue in full force and effect following any termination or expiry of this Agreement.

ARTICLE 7
INDEMNIFICATION

7.1 **General Indemnity.** The Supplier shall indemnify and hold harmless the Company and its affiliates, and their respective Representatives (each an **"Indemnitee"** and collectively, the **"Indemnitees"**) from and against all expenses, costs, charges, taxes, penalties, claims, damages and liabilities, including, without limitation, legal fees on a full indemnity basis (collectively, "**Losses**") that any Indemnitee may suffer, sustain or incur as a result of:

(a) any act or omission of the Supplier or any of its Representatives in connection with the Supplier's performance of this Agreement;

(b) any breach of this Agreement by the Supplier or any of its Representatives;

(c) personal injury or death of any Person caused by the Supplier or any of its Representatives; or

(d) damage to property or loss of property belonging to any Person caused by the Supplier or any of its Representatives;

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

7.2 **Infringement Indemnity.** The Supplier shall indemnify and hold harmless the Indemnitees from and against all Losses that any Indemnitee may suffer, sustain or incur by reason of any infringement, breach, alleged infringement or alleged breach of any patent, design, trademark, name, copyright or other right in which any person or corporation has an interest arising out of, or caused by the Goods or the Company's use of the Goods.

7.3 **Tax Indemnity.** The Supplier shall indemnify and hold harmless the Indemnitees from and against all Losses that any Indemnitee may suffer, sustain or incur in respect of any taxes or levies for which the Supplier is liable under this Agreement or pursuant to Applicable Law.

7.4 **Exclusion.** Neither Party shall be liable under this Agreement for any indirect, special or consequential Losses, including but not limited to loss of profit; provided, however, that this sentence shall not limit any liability of the Supplier for Losses arising from fraud, gross negligence, wilful misconduct, claims initiated by third parties or breaches of this Agreement relating to confidentiality and intellectual property.

ARTICLE 8
INTERPRETATION AND ENFORCEMENT

8.1 **Force Majeure.** Neither Party shall be in default of any obligation under this Agreement due to any delay or failure to perform such obligation if such delay or failure arises out of causes beyond such Party's control, including but not limited to acts of God, war (declared or undeclared), civil commotion, blockades, acts of the public enemy, acts of government, general strikes, embargoes or unusually severe weather (each, a "**Force Majeure Event**"). Upon the occurrence of any Force Majeure Event, the affected Party shall promptly notify the other Party of the occurrence and anticipated duration of the Force Majeure Event and use commercially reasonable efforts to mitigate its effect, and the Parties shall confer to decide on the necessary action. The Parties agree that unavailability of funds shall not be considered a Force Majeure Event.

8.2 **Sections and Headings.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof, and include any agreement or instrument supplemental or ancillary hereto.

8.3 **Number.** In this Agreement, words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and *vice versa*.

8.4 **Precedence.** The Parties agree that (i) these terms and conditions are intended to be read in conjunction with Schedule A and Schedule B, and (ii) all parts of this Agreement are intended to operate together. In the event of any conflict or inconsistency between these terms and conditions and Schedule A or Schedule B, these terms and conditions shall prevail to the extent of the conflict or inconsistency.

8.5 **Benefit of Agreement.** This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

8.6 **Entire Agreement.** This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any prior understandings and agreements relating thereto. The execution of this Agreement has not been induced by nor do the Parties rely upon or regard as material, any covenants, representations or warranties whatsoever relating to the subject matter hereof not expressly incorporated herein and made a part hereof.

8.7 **Amendments and Waivers.** This Agreement may not be amended except by agreement in writing signed by both Parties. No waiver of any breach of any term or provision of this Agreement 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 a Party to insist upon strict adherence to any one or more of the terms of this Agreement 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 this Agreement.

8.8 **Assignment.** This Agreement may not be assigned, transferred or subcontracted by the Supplier without the prior written consent of the Company. The Company may assign this Agreement without the consent of the Supplier.

8.9 **Severability.** If any provision of this Agreement 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.

8.10 **Notices.** All notices, requests, acknowledgments, confirmations, permissions, instructions, consents, acceptances and other communications required or permitted under this Agreement shall be in writing and shall be delivered by commercial courier or by email for the relevant Party as set forth below, or to such other address as the receiving Party may designate in writing:

If to the Company:

Attention: Solomon Teye-Adjei
Supply Chain Superintendent
P. O. Box 57
Bibiani
Telephone No: +233244424141
Email Address: Solomon.Adjei@Kinross.com

If to the Supplier:

Attention:

Tel:
Email address:

8.11 **Set-off.** The Company may withhold from any payment due or to become due to the Supplier a reasonable amount sufficient to satisfy fully any liability of the Supplier to the Company under this Agreement.

8.12 **Governing Law.** This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the Republic of Ghana.

8.13 **Execution, Delivery and Performance.** The Supplier represents and warrants, and acknowledges that the Company is relying on such representations and warranties in entering into this Agreement, that the Supplier's execution and delivery of this Agreement, and the Supplier's performance of its obligations hereunder will not conflict with or result in a breach of any covenants or agreements contained in, or constitute a default under, any indenture, agreement or other instrument or obligation whatsoever to which the Supplier is a party or by which the Supplier is bound.

DRAFT

8.14 **Relationship.** The Supplier shall perform this Agreement at all times as an independent contractor. Neither the Supplier nor any of its Representatives are or shall be employees, partners, co-venturers, principals or agents of the Company, and no such Person shall be entitled to receive from the Company any benefits whatsoever, except for the compensation set out in Article 4 hereof. Each Party shall be solely responsible for (i) all wages, salaries and other amounts due to its Representatives in relation to this Agreement and (ii) all obligations in respect of its Representatives relating to income tax withholdings, employment insurance premiums, workers' compensation, health care and pension plan contributions and other similar employment-related responsibilities and liabilities.

8.15 **Legal Advice**. **THE SUPPLIER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN APPRISED OF ITS RIGHTS TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE TERMS OF THIS AGREEMENT AND THE NATURE AND CONSEQUENCES OF THE TERMS THEREOF. THE SUPPLIER 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.**

8.16 **Counterparts.** This Agreement may be executed and delivered in any number of counterparts with the same effect as if the Parties had all signed and delivered the same Agreement, and each counterpart will be construed together to be an original, and will constitute one and the same Agreement.

DRAFT

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

Signed for and on behalf of Chirano Gold Mines Limited

_____
Authorised Signatory

Signed for and on behalf of xxxxxxxxx

_____
Authorised Signatory

DRAFT

SCHEDULE A
LIST OF ITEMS AND PRICING

ITEM NUMBER	ITEM DESCRIPTION 1	ITEM DESCRIPTION 2	ANNUAL CONSUMPTION	UNIT PRICE GHS	TOTAL GHS

1.1 <u>Currency of Payment</u>:

The payments shall be **invoiced** in Ghana Cedis (GHS).

1.2 <u>Shipping Terms</u>

Shipping terms for all Goods shall be (unless provided otherwise in a Purchase Order): (Incoterms 2010 – DDP Mine Site).

1.3 <u>Other Terms and Condition</u>

1.3.1 Prices are exclusive of VAT

1.3.2 To be delivered to mine site.

SCHEDULE B

Documentation and Packaging

1.1 INVOICE LAY OUT

Invoices must be supplied with all purchases.

a. All invoices and carriers consignment notes must show the Companys 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 Company'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 Company and addressed as per the Purchase Order instructions.

f. Ghanaian Suppliers 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".

1.2 INVOICE DESPATCH

a. Immediately the goods are consigned to Company an Original Invoice should be posted to the following relevant address and another original plus three copy original invoices to be dispatched. Invoices must also be scanned and forwarded to the relevant accounts payable email addresses:

Chirano Gold Mines Ltd
P. O. Box 57 Bibiani,
Western Region,
Ghana

Tel: + 233 (0)322 085060-5

Attn: Account Payable
Email: Chirano.AccountPayable@Kinross.com

b. Separate Delivery Dockets/Packing Lists are not acceptable. A copy of the Original Invoice is to be used as the Delivery Dockets/Packing list. An Original Invoice plus two copy original invoices are to be attached to the outside of the main package (use of a sealed waterproof document envelope is required). The last copy Original Invoice is to be placed inside the same package.

1.3 DELIVERY DOCKETS / PACKING LISTS - FOR ORDERS FROM ORIGINS OTHER THAN THAT OF VENDOR PREMISES

a. Original Delivery Dockets / Packing Lists to be placed inside the carton, where possible Values to be written against each line item.

b. A copy of the Delivery Dockets / Packing Lists to be placed inside a sealed waterproof document envelope and stapled / glued / nailed to the outside of the carton / crate. Where possible values to be written against each line item.

1.4 CARRIER'S CONSIGNMENT NOTES

a. Carrier's Consignment Notes must be correctly completed, and show the following:

1. Receiver as C/- of consolidator nominated.
2. Freight payable by whom from point of origin to consolidation point.
3. Appropriate minesite order number.
4. Description, e.g. quantity pallets, carton, package etc., each to have individual weight **and dimensions.**

b. Goods will be considered as not properly received unless original invoice accompanies consignement. Liabilities remain with Supplier until such time as invoice is received.

1.5 MARKINGS

a. All packages are to be addressed, marked and numbered to the appropriate minesite as follows:

CHIRANO GOLD MINES LIMITED
MAIN WAREHOUSE
P. O. BOX 57 BIBIANI,
WESTERN REGION,
GHANA

ORDER NO. ************
PACKAGE 1 OF 2 (2 of 2 etc.)

b. Each package is to be marked with its own individual weight.

1.6 PACKAGING

a. CARDBOARD CARTONS:- To be of good quality to withstand road transport with a net content to be of a suitable manageable weight. All cartons must be securely taped crossways, top and bottom. Items outside this realm must be packed in wooden crates.

b. WOODEN CRATES/BOXES - LIGHT DUTY (Diagram A):- To be of good quality pine timber with hardwood base with steel strengthening bands. Net content weight not to exceed 200 kg.

c. WOODEN CRATES - HEAVY DUTY (Diagram B):- To be of good quality pine timber with hardwood base with steel strengthening bands. Net content weight not to exceed 400 kg.

d. WOODEN OPEN CRATES - HEAVY DUTY (Diagram C):- To be of good quality pine timber with hardwood base with steel strengthening bands. Net content weight not to exceed 600 kg.

e. WOODEN PALLET CRATES - EXTREME DUTY (Diagram D):- To be of good quality pine timber hardwood base with steel strengthening bands. The overall quality of this crate must be commensurate with the weight of the contents to ensure safe handling and protection of the cargo.

f. STEEL DRUMS:- To be of export quality and non returnable drums.

g. BUNDLING OF LOOSE ITEMS (Diagram E):- For items such as steel pipe, steel shapes, timber etc. All items are to be segregated by length and size in packs not exceeding 2,000 kg. Each pack to be single Order Number and of one products type bundled with 25mm wide heavy duty steel strapping spaced at a maximum of 1,500mm intervals and have a minimum of two lengths of timber with a minimum dimension of 100mm x 50mm to form an integral base.

h. PACKING:- All internal packing used for the supply of items to the minesite must be biodegradable ie. no bubblewrap, polystyrene etc. Any non biodegradable packing used will be returned to the seller with all associated freight costs to seller's account.

i. TYPES OF BOXES/CRATES - GENERAL SPECIFICATION

Gross Weight Steel Strapping	Diagram	Timber Dimension/Nominal Space no greater than 700mm apart (minimum requirement)
TO 200kg	A	25mm throughout, 2 straps 25mm
200-400kg	B	25mm throughout, 2 straps 25mm

Over 400kg	C	25mm throughout, 2 straps 25mm commensurate with weight corner straps and type of load 25mm 100 x 50mm framing

DIAGRAM A

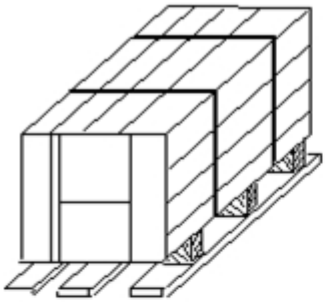


DIAGRAM B

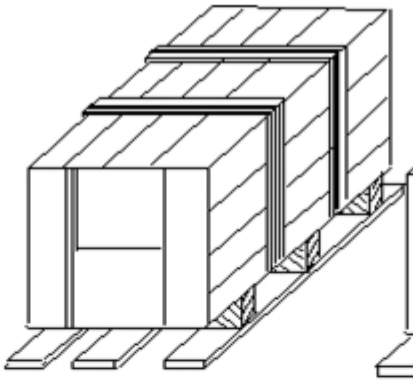


DIAGRAM C

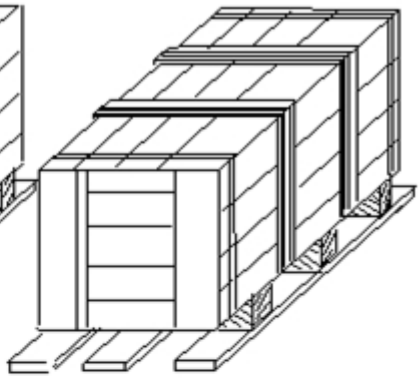


DIAGRAM D

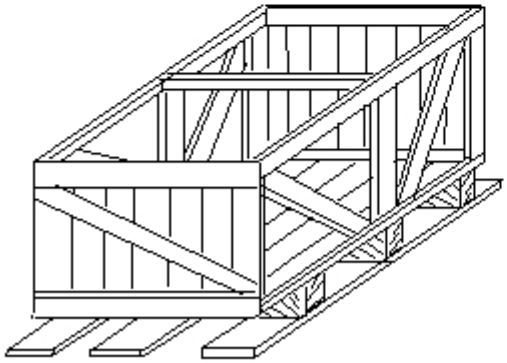
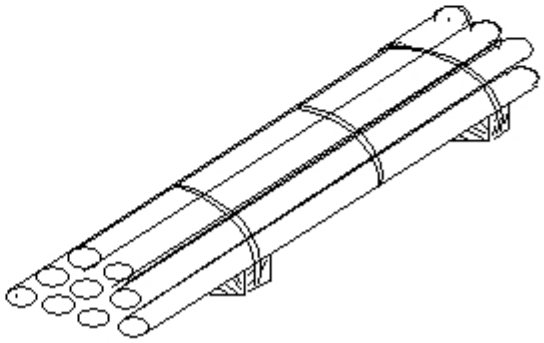


DIAGRAM E



1.7 PALLETISING

a. Pallets are to be **non returnable** and of export quality. They are to be of suitable construction to withstand 2,000 kg horizontal breaking force. Pallets to be no greater than 1150mm x 1150mm in dimension.

b. Cartons packed on pallets must be shrinkwrapped and a 6mm piece of ply placed on top prior to shrinkwrapping.

c. Plastic pails and tins are to have a piece of 6mm ply placed in between each layer plus a 6mm top ply and then shrink wrapped. Packing of pallets containing Pails/Tins is to be as follows:

4 LITRE TINS NO MORE THAN 5 LAYERS
10 LITRE TINS NO MORE THAN 3 LAYERS
20 LITRE TINS NO MORE THAN 2 LAYERS
ABOVE 20 LITRE SINGLE LAYER ONLY

d. Steel drums are to strapped together with steel strapping.

1.8 SPECIAL ADDITIONAL INSTRUCTIONS FOR AIR FREIGHT

a. Individual cartons/packages should be of a suitable manageable weight and must not exceed 30kg. The size of the carton were possible should not be larger than 300mm x 300mm x 300mm and ultimately not larger than 750mm x 750mm x 500mm. If either the weight or size exceeds the above, the seller is to contact Site Purchasing or Expediting for further instructions.

b. In addition to all standard requested markings the words **"AIRFREIGHT ORDER"** must clearly be marked in bold print next to the order number.
c. Separate Delivery Dockets/Packing Lists are not acceptable. A copy of the Original Invoice is to be used as the Delivery Dockets/Packing list. Two copy Original Invoices are to be attached to the outside of the main package (use of a sealed waterproof document envelope is required) and a copy of the Original Invoice is to be placed inside the same package.
d. It is the responsibility of the Supplier to duly complete a Hazardous Goods declaration (DGs), should the Supplier not be licensed to do so, arrangements should be made through a licensed agent.The supplier has a duty of care to disclose all DGs at time of dispatch. It is important that all DGs be consigned separately with all appropriate paperwork completed.

1.9 HAZARDOUS GOODS

a. All markings on the outside of containers and packing shall be in accordance with the "International Maritime Dangerous Goods Code " or the " International Civil Aviation Organization Technical Instructions for the Safe Transport of Dangerous Goods" as per the mode of transportation. All packaging shall be in accordance with aforementioned code. It is the responsibility of the Supplier to duly complete a Hazardous Goods declaration and supply a Material Safety Data sheet (MSDS) and an Emergency Procedure guide (EPG).

b. All vessels / containers for the transport of dangerous goods are to be in satisfactory condition for transport via road, rail, sea or air.

1.10 FUMIGATION CERTIFICATES

a. Where required a certificate of fumigation is to be supplied to comply with Ghana Quarantine Inspection Services requirements relative to the country of supply.

DRAFT

SCHEDULE C

SUPPLIER STANDARDS OF CONDUCT

KINROSS	Kinross Corporate Responsibility Management System Supplier Standards of Conduct	September 2020

At Kinross Gold Corporation, we believe that the company 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, suppliers 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