

AGREEMENT FOR THE RENDERING OF SERVICES

(TERMS AND CONDITIONS)

between

MINOPEX MINING SOLUTIONS TANZANIA LIMITED

and

SHANTA MINING COMPANY LIMITED

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1. **INTERPRETATION**

In this Agreement -

- 1.1 clause headings shall not be used in its interpretation;
- 1.2 unless the context clearly indicates a contrary intention -
 - 1.2.1 an expression which denotes -
 - 1.2.1.1 any gender includes the other genders;
 - 1.2.1.2 a natural person includes an artificial person and vice versa;
 - 1.2.1.3 the singular includes the plural and vice versa;
- 1.3 the following expressions shall bear the following meanings and related expressions bear corresponding meanings –
 - 1.3.1 "**Agreement**" – this document together with the Schedule, all the Annexures and the Proposal (the provisions of which shall be deemed to have been incorporated herein by reference, interpreted in accordance with the priority of interpretation recorded in clause 1.11);
 - 1.3.2 "**Annexures**" – collectively, the annexures to this Agreement and any reference to "**Annexure**" shall be a reference to the annexure so referenced or, if not so referenced, to any of them as the context may require;
 - 1.3.3 "**Applicable Laws**" – all laws (including environmental, health and safety, mining and regulatory laws) including regulations, proclamations, subordinate legislation, ordinances, by-laws and the like promulgated in Tanzania which apply to or otherwise impact upon

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the supply of the Services in terms of this Agreement;

- 1.3.4 "**Business Day**" – any day other than a Saturday, Sunday or public holiday in Tanzania;
- 1.3.5 "**Change**" – any change to the Services directed by the Principal in writing including any omission, reduction, addition or variation to the Services, which changes shall be effected only in accordance with the procedures and processes referred to in clause 5.3;
- 1.3.6 "**Commencement Date**" – notwithstanding the Signature Date, 15 January 2021;
- 1.3.7 "**Contract Price**" – the aggregate remuneration payable by the Principal to the Supplier for the Services in terms of this Agreement as recorded in and/or as determined in accordance with the provisions of Annexure C and/or as otherwise set out in this Agreement;
- 1.3.8 "**Expiry Date**" - twenty-four (24) months after the Commencement Date;
- 1.3.9 "**Facility**" – shall bear the meaning ascribed to it in the Schedule;
- 1.3.10 "**Force Majeure**" – circumstances beyond the control of a Party to this Agreement which makes that Party's performance of its obligations, as it relates to the Facility, effectively impossible under the circumstances and includes acts of God, acts of government, proclamations, regulations or appropriations, acts of terrorism, industrial disputes, acts of public enemies, blockades, embargoes, wars (whether declared or not), invasions, rebellions, revolutions, insurrections or riots, Epidemiological Events, landslides, fires, extreme storms or floods,

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explosions, earthquakes or other similar causes, whereby an **"Epidemiological Events"** shall mean the incidence, occurrence or outbreak, whether generally or localised, of any epidemiological agent/s including any viruses, biological agents, diseases, epidemics, pandemics, or any agents and/or similar event which directly or indirectly prevents or restricts or disrupts the rendering of the Services (or any of them) in any manner and/or causes restrictions to be imposed by any government, regulator, world organization and/or any other entity of any nature whatever) with the authority to impose restrictions including an order, direction, promulgation, decree, instruction, declaration or similar event, issued by any authority or person exercising a power under legislation or any law, that prevents or restricts or disrupts the rendering of the Services (or any of them) in any manner;

1.3.11 **"Good Industry Practice"** – in relation to any activity conducted by or an obligation of the Supplier hereto as contemplated by or provided for in this Agreement, the exercise of the degree of skill, diligence, prudence and operating practice which would reasonably and ordinarily be expected from a skilled and experienced professional organisation performing (as the case may be) the Services;

1.3.12 **"Intellectual Property"** – all intellectual property rights of every nature whatsoever including without limitation all works (including literary and artistic works and other copyright works), inventions, discoveries, improvements to existing inventions, processes, designs, whether novel or otherwise and whether registerable as designs or patents anywhere in the world or not and includes any development or

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improvement to equipment, technology, methods, processes or techniques;

- 1.3.13 "Libor" - the London interbank offered rate administered by the British Bankers Association (or any other person which takes over the administration of that rate) for United States Dollars and a one month period, as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate);
- 1.3.14 "Operational Assets List" – the list of assets referred to in clause 7 attached hereto as Annexure G, which the Supplier will make available and/or acquire for use in connection with the Services;
- 1.3.15 "Parties" – collectively, the Supplier and the Principal and "Party" shall be construed as a reference to either of them as the context may require;
- 1.3.16 "Principal" – the entity referred to in the Schedule as "Principal";
- 1.3.17 "Principal's Documents" – include documents, drawings and sketches, maps, plans, photographs, specifications, calculations, reports, computer software, databases, manuals, as built documents, models, three-dimensional works pertaining to geography or topography or other architectural works, technical documents and any other copyright works owned by or licensed to the Principal and provided to the Supplier by or on behalf of the Principal pursuant to this Agreement;
- 1.3.18 "Principal's Representative" – the person named as the Principal's Representative in the Schedule, or any replacement appointed under

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- clause 10.1;
- 1.3.19 "**Proposal**" – the Proposal made by the Supplier in connection with the Services more fully described in the Schedule and attached hereto as Annexure E;
- 1.3.20 "**RSA**" – the Republic of South Africa;
- 1.3.21 "**Schedule**" – the schedule to the agreement for the rendering of services, to which this document (the terms and conditions) is attached;
- 1.3.22 "**Services**" – collectively, the services to be rendered by the Supplier to the Principal in terms of this Agreement;
- 1.3.23 "**Signature Date**" – the date of signature of this Agreement by the last of the Parties to sign same;
- 1.3.24 "**Site**" – shall bear the meaning ascribed to it in the Schedule;
- 1.3.25 "**Supplier**" – the entity referred to in the Schedule as "Supplier";
- 1.3.26 "**Supplier Documents**" include all documents, drawings and sketches, maps, plans, photographs, specifications, calculations, reports, computer software, databases, manuals, as built documents, models, three-dimensional works, technical and design documents and any other copyright works prepared by or on behalf of the Supplier for the Principal pursuant to this Agreement and which specifically excludes all such items prepared by the Supplier for its own use and exploitation prior to the Commencement Date during the term of this Agreement or after the Termination Date;

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- 1.3.27 "Supplier's Representative" – the person named as the Supplier's Representative in the Schedule or as otherwise appointed under clause 10.2; and
- 1.3.28 "Tanzania" – the United Republic of Tanzania;
- 1.3.29 "Termination Date" – the date on which this Agreement terminates for any reason whatsoever;
- 1.4 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause;
- 1.5 any reference to any legislation is to such legislation as at the Signature Date and as amended or re-enacted from time to time;
- 1.6 if any provision in a definition is a substantive provision conferring any right or imposing any obligation on any party, then notwithstanding that it is only in the interpretation clause effect shall be given to it as if it were a substantive provision in this Agreement;
- 1.7 when any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;
- 1.8 the use of a specified example/s (whether or not after the word "including" or "such as") shall not be construed as limiting the meaning of the general

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wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s. Accordingly, without limiting the generality of the foregoing, wherever the words "includes" or "including" are used in this Agreement, the words "without limitation" shall be deemed to follow them;

1.9 the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the Agreement shall not apply; and

1.10 the use of any expression in this Agreement covering a process available under the laws of the England and Wales, such as winding up or business rescue, shall, if any of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including a reference to any equivalent or analogous proceedings under the law of such jurisdiction;

1.11 if any provisions forming part of this Agreement conflict with each other then the order of precedence in which such provisions shall be interpreted shall be as follows –

1.11.1 firstly, the Annexures (other than the Proposal);

1.11.2 secondly, these terms and conditions which are attached to the Schedule;

1.11.3 thirdly, the Schedule; and

1.11.4 lastly, the Proposal.

2. INTRODUCTION

2.1 The Principal requires to engage a firm which will supply it with the Services.

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2.2 The Supplier is a firm which supplies the Services.

2.3 The Principal wishes to appoint the Supplier to render the Services to the Principal on the terms recorded in this Agreement.

3. **APPOINTMENT**

3.1 The Principal hereby appoints the Supplier (who hereby accepts such appointment) to render the Services to the Principal, on the terms set out herein, with effect from the Commencement Date.

4. **DURATION**

Subject to clauses 14 and 16, this Agreement shall commence on the Commencement Date and shall continue for the period up to the Expiry Date.

5. **THE SERVICES**

5.1 **The Supplier's Services and responsibilities**

5.1.1 The Supplier undertakes that, it shall from the Commencement Date -

5.1.1.1 as a material element of its obligations, perform and complete the Services, including rectifying any defects –

5.1.1.1.1 in accordance with this Agreement;

5.1.1.1.2 exercising due care, skill and judgment;

5.1.1.1.3 in an efficient, professional and cost effective manner in accordance with all Applicable Laws, standards and Good Industry Practice;

5.1.1.2 be responsible for the adequacy, stability and safety of all

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operations under its control in performing the Services. In doing so the Supplier shall at all times be responsible to comply with or meet –

- 5.1.1.2.1 all relevant equipment manufacturers' instructions and Good Industry Practice;
- 5.1.1.2.2 all Applicable Laws; and
- 5.1.1.2.3 all other obligations of the Supplier under this Agreement.
- 5.1.1.3 ascertain the Principal's requirements and regularly consult with the Principal;
- 5.1.1.4 consult and interface with the Principal's other contractors where this is necessary or desirable for the proper performance of the Services, including attending all meetings as reasonably requested by the Principal;
- 5.1.1.5 throughout the performance of the Services, identify risks and/or opportunities for the Principal in relation to the Services and provide notice of such risks and/or opportunities to the Principal;
- 5.1.2 In complying with its obligations in terms of this Agreement, the Supplier warrants that –
 - 5.1.2.1 it is suitably experienced and properly qualified and equipped to perform the Services in accordance with this Agreement;
 - 5.1.2.2 it will not breach any Intellectual Property Rights of a third party;
- 5.1.3 Nothing in this Agreement shall be construed to authorise the Supplier

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to effect any unilateral change in the performance of Services, the amounts and rates payable under the Agreement and/or this Agreement without the prior written approval of the Principal.

5.1.4 The Supplier must coordinate and interface for the purposes of performing the Services with the Principal and any other contractors or contractors employed by the Principal.

5.2 **Reporting**

If requested by the Principal's Representative and/or as otherwise set out in this Agreement, the Supplier must from time to time provide the Principal's Representative with a written report detailing the progress of the Services and such further information as required to be provided within this Agreement at the times that are specified in this Agreement, in a form approved, and to a level of detail required under this Agreement and any other information and documents reasonably requested by the Principal's Representative.

5.3 **Changes**

5.3.1 The Principal's Representative may, in its absolute discretion and at any time, direct a Change required by the Principal and to the extent that such Change is instructed by the Principal's Representative in writing, the Principal shall, provided that the Change is reasonable and does not impact safety on the Site or the Suppliers' ability to perform the Services immediately thereupon be bound by and become responsible and liable for such instruction as if same were instructed by the Principal.

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- 5.3.2 A Change may include additional services, changes to the quality, timing and other characteristics of the Services or the omission of any Services.
- 5.3.3 The Supplier must not make any alteration and/or modification to the Services and will not be entitled to any adjustment to the Contract Price, unless and until the Principal's Representative instructs a Change in writing.
- 5.3.4 The Supplier shall comply with and implement any Change direction issued by the Principal's Representative under clause 5.3.1 with due expedition and without delay.
- 5.3.5 After receiving a Change direction issued under clause 5.3.1, the Supplier must immediately, but not later than 14 days after the date of such direction, give a written notice to the Principal's Representative, including –
 - 5.3.5.1 a statement confirming the scope of the Changes and the implications for the Services;
 - 5.3.5.2 full details of the proposed implications of the Change on the Contract Price; and
 - 5.3.5.3 any other information reasonably requested by the Principal's Representative.
- 5.3.6 The Principal's Representative shall, after receiving a notice issued under clause 5.3.4, proceed to agree any adjustment to the Contract Price, having regard to the rates, if applicable, set out in Annexure C.

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5.3.7 The Supplier acknowledges and agrees that any omission or omissions will not constitute a basis to allege that the Principal has repudiated this Agreement, provided that the Principal shall not be entitled to omit Services merely to engage a third party to carry them out.

5.4 **Performing Services at the Facility or at any Site**

5.4.1 The Supplier must ensure that its personnel are familiar with and comply with the Principal's directions, procedures and policies when performing any part of the Services at the Facility or on the Site.

5.4.2 The Supplier is and remains fully responsible for the suitability and safety of the equipment used by, and the safety of, all its personnel, subcontractors, sub-suppliers and representatives whether within or outside the Principal's premises, including the Facility or on the Site.

5.5 **Obligations of the Principal**

5.5.1 The Principal shall furnish without charge (and within sufficient time as to allow the Supplier to fulfil its obligations under this Agreement) all pertinent data and information available to the Principal relating to the Services and shall give such assistance as it is reasonably able and as is reasonably practicable to the Supplier as shall be reasonably required by the Supplier for carrying out the Services.

5.5.2 The Principal shall (within sufficient time as to allow the Supplier to fulfil its obligations under this Agreement) –

5.5.2.1 provide without charge all pertinent data and information available to the Principal relating to the Services and to give such assistance as shall be reasonably required by the Supplier for

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carrying out the Services;

5.5.2.2 make available to the Supplier such counterpart personnel as shall be reasonably required to enable the Supplier to carry out the Services;

5.5.2.3 make the Site available to the Supplier at such times and on such a basis as the Supplier may require in order for the Supplier to render the Services on the terms referred to in this Agreement;

5.5.2.4 procure that the Site complies with all Applicable Laws for which it is responsible.

5.5.2.5 provide all staff accommodation and 3 meals daily for all employees and/or consultants of the Supplier;

5.5.2.6 reimburse the Supplier for all travel expenses incurred by the Supplier in connection with travel of its expatriate employees and/or consultants to and from their countries of origin;

5.5.2.7 comply with all obligations imposed upon it in terms of this Agreement; and

6. PAYMENT

6.1 Fees

6.1.1 The Principal will pay to the Supplier –

6.1.1.1 the Contract Price for the Services in accordance with the terms recorded in Annexure B; and

6.1.1.2 all amounts which the Supplier is charged by its suppliers, in

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connection with all spares, parts, equipment and consumables procured by the Supplier for the Facility, as are approved of by the Principal, by not later than 30 days after date of invoice from the Supplier.

- 6.1.2 All payments under this Agreement must be made in the currency specified in the Proposal.
- 6.1.3 Unless otherwise provided in this Agreement, the Principal is responsible for and must pay all bank transfer fees arising out of or in connection with payments made by the Principal to the Supplier pursuant to this Agreement.

6.2 **Taxes**

All fees referred to in clause 6.1 are exclusive of the value-added tax applied in the applicable jurisdiction. The Parties agree and acknowledge that the payment will attract withholding tax at the rate of 5% for technical services rendered by the Supplier in accordance with the Tanzania Income Tax Act. The Principal represents that it shall at all time of withholding, furnish the Supplier with the relevant withholding tax certificates evidencing such withholding.

7. **OPERATIONAL ASSETS LIST**

The Parties agree that all operational assets as per Annexure G are required laboratory equipment in order to render the Services and will remain the property of the Supplier. The Supplier shall be entitled to add and/or remove any assets, tools or equipment which it acquires or procures and which the Supplier deems necessary and appropriate for rendering the Services.

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8. **WARRANTIES**

Each Party hereby warrants unto and in favour of the other Party –

- 8.1 it is a company duly incorporated and validly existing under the Applicable Law;
- 8.2 it has full power, authority and legal right to execute this Agreement, to assume the obligations contained in this Agreement, and further to perform and observe the terms and provisions hereof;
- 8.3 the Party and its representative(s) has the requisite power, right and authority to enter into and perform the obligations to be assumed or performed by it in accordance with this Agreement and any other documents to be executed in accordance with this Agreement and the obligations assumed by it under this Agreement constitute legal, valid, binding and enforceable obligations in accordance with the terms hereof;
- 8.4 as at the Signature Date, no legal proceedings of any kind or administrative proceedings in terms of any law, and which shall prevent either Party from fulfilling its obligations in terms of this Agreement, have been instituted against such Party;
- 8.5 at all times during the currency of this Agreement neither Party has any obligations/duties to third Parties which, if discharged, shall prevent the Party from fulfilling its obligations in terms of this Agreement; and
- 8.6 all necessary action has been taken to authorise the execution and performance of this Agreement and the execution and performance of this Agreement will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a Party or by which it or its

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property may be bound;

9. INSTRUCTIONS

- 9.1 The Principal and/or the Principal's Representative may issue to the Supplier, at any time, lawful instructions which may be necessary for the execution of the Services in accordance with this Agreement.
- 9.2 Instructions shall, wherever possible and having regard to the circumstances be given in writing. To the extent that any verbal instructions are given to the Supplier, the Principal shall forthwith confirm such instruction thereafter in writing.
- 9.3 The Supplier shall comply with and implement any instructions issued by the Principal or the Principal's Representative, which fall within the scope of the Services, provided such requests are reasonable and do not hamper the Suppliers' ability to render any of the Services and/or do not adversely impact the safety of the Site (as determined in the reasonable discretion of the Supplier).

10. PERSONNEL AND SUBCONTRACTING

10.1 Principal's Representative

- 10.1.1 The Principal has appointed the Principal's Representative to –
 - 10.1.1.1 perform the functions of the Principal and the Principal's Representative under this Agreement; and
 - 10.1.1.2 monitor the performance by the Supplier of its obligations under this Agreement.

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- 10.1.2 The Principal may appoint a replacement Principal's Representative from time to time by notice in writing to the Supplier.
- 10.1.3 The Principal's Representative may delegate all or any of its functions under this Agreement with the prior approval of the Principal.
- 10.1.4 Except as otherwise stated in this Agreement –
 - 10.1.4.1 whenever carrying out duties or exercising authority, specified in or implied by this Agreement, the Principal's Representative is deemed to act for the Principal;
 - 10.1.4.2 subject to clause 5.3.1, the Principal's Representative has no authority to relieve the Supplier of any duties, obligations or responsibilities under this Agreement; and
 - 10.1.4.3 any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act (including absence of disapproval) by or on behalf of the Principal or the Principal's Representative will not relieve the Supplier from any warranties, obligations or liabilities it has under or in connection with this Agreement, including responsibility for errors, omissions, discrepancies and non-compliances.
- 10.2 **Supplier's Representative**
 - 10.2.1 The Supplier's Representative is the person principally responsible for the Supplier's performance of this Agreement.
 - 10.2.2 The Supplier may from time to time, by written notice to the Principal, replace such Supplier's Representative with another of its senior

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personnel (who must be first approved in writing by the Principal).

10.2.3 The Supplier's Representative may delegate all or any of his or her functions under this Agreement to a nominee approved in writing by the Principal's Representative.

10.2.4 The Supplier's Representative must liaise with, and report to, the Principal's Representative on all aspects of the Services.

10.3 **Personnel**

10.3.1 The Supplier must procure and employ for the duration of the Services, sufficient numbers of suitably qualified, experienced and competent personnel as may be acceptable to the Principal and necessary for the performance of the Services. The staffing requirements of the Supplier are recorded in Annexure C.

10.3.2 The Principal is entitled, at any time, to require the Supplier to remove immediately any person employed in the performance of the Services who, in the reasonable opinion of the Principal is guilty of misconduct or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Principal to be undesirable.

10.4 **Subcontractors**

10.4.1 Subject to clause 10.4.2, the Supplier may appoint subcontractors to perform parts of the Services.

10.4.2 The Supplier must –

10.4.2.1 obtain the Principal's Representative's prior written approval

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before appointing a sub-contractor to perform any part of the Services; and

10.4.2.2 promptly give the Principal's Representative any information requested by it to enable it to consider any request for approval, including the proposed terms and conditions of any subcontract.

10.4.3 The Supplier's warranties, obligations or liabilities under or in connection with this Agreement are not lessened or otherwise affected by entering into a subcontract or sub consultancy arrangement.

11. INTELLECTUAL PROPERTY

11.1 Ownership of, and copyright in Documents

11.1.1 All Principal's Documents will remain the property of the Principal and must be returned to the Principal prior to the completion of the Services. The Supplier agrees that it shall not acquire any rights in Principal's Documents whether under this Agreement or otherwise and must not use or disclose the Principal's Documents other than for the sole and exclusive purpose of the performance of its obligations under or in connection with this Agreement.

11.1.2 Upon creation of any Supplier Documents the Supplier grants the Principal an unrestricted, non-exclusive, irrevocable and non-transferable, royalty-free licence to use the Supplier Documents and all the Intellectual Property Rights in the Supplier Documents on terms acceptable to the Principal with respect to the operation and maintenance of the Facility for the duration of this Agreement.

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- 11.2.1 All Intellectual Property owned by either Party as at the Signature Date, acquired by either Party after the Signature Date and/or developed by either Party, whether in order to give effect to the provisions of this Agreement, in pursuance of rendering the Services and/or otherwise (and whether prior to or after the Signature Date and/or the Commencement Date) shall remain the sole and exclusive property of such Party.
- 11.2.2 The Parties record for the avoidance of doubt that nothing herein contained shall be construed as an alienation, disposal, transfer or otherwise of any Intellectual Property rights which any party may have whether as at the Signature Date, the Commencement Date and/or at any time thereafter.

12. INDEMNITY, LIABILITY AND INSURANCE

12.1 Indemnity

- 12.1.1 Each Party ("**Indemnifying Party**") shall defend, indemnify and hold harmless the other (and its respective directors, officers, elected officials, employees and agents) ("**Indemnified Party**") against and from any and all third party actions, suits, claims, costs, demands, damages, expense, loss and liability for –
 - 12.1.1.1 damage to or loss of property,
 - 12.1.1.2 death of or injury to persons, and
 - 12.1.1.3 response costs related to health and safety and/or environmental conditions,

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in all cases caused by or arising out of the negligence or wilful acts of the Indemnifying Party (or its directors, officers, elected officials, employees and agents).

12.1.2 In addition, each Party agrees (at the option of the Indemnified Party) to either –

12.1.2.1 reimburse the Indemnified Party for all loss of or damage to the Indemnified Party's property (including fines and penalties levied against the injured Party) caused by or arising out of the negligent or wilful acts or omissions of the other Party (or its directors, officers, elected officials, employees and agents); or

12.1.2.2 replace or repair such lost or damaged property to the reasonable satisfaction of the injured Party, or

12.1.2.3 an appropriate combination of the foregoing remedies.

12.2 **Limitation of Liability**

12.2.1 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including any loss of profit/contract/opportunity/production) which may be suffered by the other Party under or in connection with this Agreement.

12.2.2 The aggregate limit of liability under clause 12.2.1 shall, to the extent permitted by Law, not exceed an amount that is equal to the amount actually paid to the Supplier on account of the Contract Price (excluding disbursements in connection with the procurement of spares, parts, equipment and consumables), in the calendar month in which the cause of action arose.

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- 12.2.3 This clause 12.2 shall not limit liability of either Party in any case of fraud, deliberate default or reckless misconduct by either Party.
- 12.3 **Insurance**
- 12.3.1 Both Parties shall also take out and maintain any other insurances as may be required by Applicable Law and cause its designees to effect and maintain such insurance(s) (where appropriate).
- 12.3.2 The Parties shall not at any time do (or omit to do) or permit or allow any other person to do (or omit to do) anything (including failure to disclose any facts) whereby any insurance taken out pursuant to this clause 12.3 may be rendered void, voidable, unenforceable, suspended, impaired or defeated in whole or in part and the Parties agree to use all reasonable endeavours to avoid any increase in the premiums payable in respect of the following events –
- 12.3.2.1 it becoming aware of any circumstance which may lead to the cancellation, non-renewal, suspension or impairment of any insurance taken out pursuant to this clause 12.3;
- 12.3.2.2 an insurer denying coverage or liability for a claim;
- 12.3.2.3 an insurer asserting orally or in writing, that one or more of the insurances is void, voidable or otherwise unenforceable; or
- 12.3.2.4 it becoming aware of any circumstances which might lead to one or more of the insurances becoming void, voidable or unenforceable.
- 12.3.3 As far as reasonably possible, the Parties will each provide the other

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with not less than 30 days written notice in advance of the cancellation, non-renewal, suspension or impairment of any of the insurances taken out pursuant to this clause 12.3 to the terms and conditions of such insurances.

- 12.3.4 Each Party shall as soon as reasonably practicable submit to the other Party copies of a certificate of insurance and a broker letter in evidence that –
 - 12.3.4.1 the insurances to be procured and maintained pursuant to this clause 12.3 have been effected; and
 - 12.3.4.2 all premiums due have been paid.
- 12.3.5 If either Party fails to maintain or procure the maintenance of such insurances, or fails to provide satisfactory evidence and copies of policies in accordance with this clause 12.3 (Insurance), the other Party may (at its option and without prejudice to any other right or remedy) pay any premiums or take such other steps as may be required to keep such insurance in force or itself procure such insurance and may in either case recover the amounts thereof on written demand from the other Party.
- 12.3.6 Each Party will give the other written notice immediately upon –
 - 12.3.6.1 the occurrence of any loss which will or may exceed the deductible on an insurance policy; and
 - 12.3.6.2 becoming aware of any circumstance which might give rise to a loss which will exceed the deductible or the applicable insurance.

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- 12.3.7 Should the Supplier be unable for any reason to secure credit guarantee/debtors insurance in connection with the performance of the Principal of its payment obligations in terms of this Agreement, at reasonable and/or commercially viable rates due to the perceived risk profile of the Principal, the Principal shall be obliged, upon request from the Supplier, to furnish the Supplier with such security and guarantees as the Supplier may reasonably require (on terms reasonably required by the Supplier) and the Supplier shall be entitled to require that the payment obligations of the Principal in terms of this Agreement (or any part thereof to the extent applicable) be changed from payments in arrears, to payments in advance.
- 12.3.8 The obligations in this clause 12.3 survive the completion, termination or expiry of the Agreement.

13. **NON-SOLICITATION**

- 13.1 Each of the Parties (each such Party being an "**Undertaking Party**") irrevocably and unconditionally warrant, represents and undertakes in favour of the other of them ("**Receiving Party**") that the Undertaking Party shall not solicit, entice, induce or procure (or attempt to do so) employ, engage or otherwise contract, any of the Receiving Party's employees ("**Specified Employees**") at any time during the Initial Period, and for a period of 6 months thereafter.
- 13.2 Should the Undertaking Party breach the provisions of this clause 13, then without prejudice to the Receiving Party's rights in terms of this Agreement or otherwise at law, the Receiving Party shall be deemed to have suffered liquidated damages in an amount equal to 6 x the annual cost to company of

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the Specified Employees in question.

14. **BREACH**

14.1 Should either Party ("**Defaulting Party**") -

14.1.1 materially breach any essential provision of this Agreement and fail to remedy such breach within fourteen days after receiving written notice requiring such remedy from the other party ("**Non-Defaulting Party**"); or

14.1.2 not being a natural person, be wound-up, liquidated, deregistered or placed under judicial management or business rescue proceedings, in any such event whether provisionally or finally and whether voluntarily or compulsorily, or pass a resolution providing for any such event; or

14.1.3 have any application or other proceedings brought against or in respect of it in terms of which it is sought to be sequestered or placed under curatorship if a natural person, or, if not a natural person, deregistered, wound-up, liquidated or placed under judicial management, in any such event whether provisionally or finally; or

14.1.4 have any judgment or similar award ("**Judgment**") awarded against it and fail to satisfy such judgment within 30 (thirty) days after becoming aware thereof and -

14.1.4.1 if such Judgment is appealable, fail to appeal against such Judgment within the time limits prescribed by law or fail to diligently prosecute such appeal thereafter or ultimately fail in such appeal; or

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- 14.1.4.2 if such Judgment is a default judgment, fail to apply for the rescission thereof within the time limits prescribed by law or fail to diligently prosecute such application thereafter or ultimately fail in such application; or
- 14.1.4.3 if such Judgment is reviewable, fail to initiate proceedings for the review thereof within the time limits prescribed by law or fail to diligently prosecute such proceedings thereafter or ultimately fail in such proceedings; or
- 14.1.5 be or become insolvent or commit any act which is or, if it were a natural person, would be an act of insolvency as defined in the Applicable Laws; or
- 14.1.6 being a company, be deemed to be unable to pay its debts in terms of the Applicable Laws; or
- 14.1.7 compromise or attempt to compromise with, or defer or attempt to defer payment of debts owing by it to, its creditors generally,

then the Non-Defaulting Party shall be entitled, without prejudice to its other rights in law including the right to claim damages, (provided that such default has not been remedied by the Defaulting Party within the applicable grace period) to cancel this Agreement or to claim immediate specific performance of all of Defaulting Party's obligations, whether or not otherwise then due for performance.

15. CONSEQUENCES OF TERMINATION

- 15.1 Notwithstanding the provisions of clause 14 or any other provision of this Agreement, should this Agreement terminate pursuant to a breach of any

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provision contained in this Agreement by the Principal, then the Principal shall, without prejudice to the rights of the Supplier in terms of this Agreement or otherwise at law, be obliged to pay the Supplier liquidated damages in an amount equal to the sum of –

- 15.1.1 all retrenchment costs incurred by the Supplier; and
- 15.1.2 all demobilisation costs incurred by the Supplier.
- 15.2 Notwithstanding clause 15.1, should this Agreement be terminated in accordance with the provisions of clause 16, at any time after the Commencement Date, then the provisions of clause 15.1 shall apply mutatis mutandis.
- 15.3 The Principal warrants, represents and undertakes that any and all equipment, tools and assets owned by, leased by, purchased by and/or otherwise lawfully utilised by the Supplier, including the equipment and assets in the Operational Assets List, shall be capable of being freely removed by the Supplier from the Site at any time (including upon termination of this Agreement for any reason whatever) and the Principal hereby waives and abandons all claims which it may have in respect of or otherwise in connection with such equipment. Ownership in and to all such equipment, tools and assets shall, notwithstanding anything to the contrary herein contained, be and remain vested in the Supplier.
- 15.4 For the avoidance of doubt and without derogating from clause 15.1, upon termination of this Agreement for any reason whatever, all spares, parts and improvements made shall, to the extent that the Principal has paid the Supplier for such spares, parts and improvements at the date of termination of this Agreement, in full, be and become the property of the Principal.

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16. **FORCE MAJEURE**

- 16.1 Should a Party ("**Affected Party**") be prevented from fulfilling any of its obligations in terms of this Agreement as a result of an event of Force Majeure, then –
- 16.1.1 those obligations shall be deemed to have been suspended to the extent that and for so long as the Affected Party is so prevented from fulfilling them and the corresponding obligations of the other Party ("**Unaffected Party**") shall be suspended to the corresponding extent;
- 16.1.2 the Affected Party shall promptly notify the Unaffected Party in writing of such event of Force Majeure and such notice shall include an estimation of the approximate period for which the suspension in terms of clause 16.1.1 will endure. Such estimate shall not be binding on the Affected Party; and
- 16.1.3 the duration of this Agreement as well as each period within which and each date by which any obligation is required to be performed in terms of this Agreement shall be extended or postponed, as the case may be, by the period of suspension in terms of clause 16.1.1.
- 16.2 Should the Affected Party partially or completely cease to be prevented from fulfilling its obligations by the event of Force Majeure, the Affected Party shall immediately give written notice to the Unaffected Party of such cessation and the Affected Party shall, as soon as possible, fulfil its obligations which were previously suspended; provided that in the event and to the extent that fulfilment is no longer possible or the other Party has given written notice that it no longer requires such fulfilment, the Affected Party shall not be obliged to fulfil its suspended obligations and the Unaffected Party shall not be

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obliged to fulfil its corresponding obligations.

- 16.3 Should an event of Force Majeure continue for more than 180 days after the date of the notice referred to in clause 16.1.2 and notice of cessation in terms of clause 16.2 not have been given, then the Unaffected Party shall be entitled (but not obliged) and subject to the provisions of clause 15.1 to terminate this Agreement by giving not less than thirty days written notice to the Affected Party to that effect; provided that any such notice of termination shall be deemed not to have been given if a notice of cessation in terms of clause 16.2 is received by the Unaffected Party prior to the expiry of such thirty day period.

17. CONFIDENTIALITY

Notwithstanding the cancellation or termination of this Agreement neither Party ("**Disclosing Party**") shall, at any time after the conclusion of this Agreement, disclose to any person ("**Receiving Party**") or use in any manner whatever any Confidential Information; provided that -

- 17.1 the Disclosing Party may disclose the Confidential Information and the existence and contents of this Agreement -
- 17.1.1 to the extent required by law (other than in terms of a contractual obligation of the Disclosing Party);
- 17.1.2 to, and permit the use thereof by, its employees, representatives and professional advisers to the extent strictly necessary for the purpose of implementing or enforcing this Agreement or obtaining professional advice, it being specifically agreed that any disclosure or use by any such employee, representative or adviser of such confidential or other

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information for any other purpose shall constitute a breach of this clause 17 by the Disclosing Party; and

17.2 the provisions of this clause 17 shall cease to apply to confidential information which -

17.2.1 is or becomes generally available to the public other than as a result of a breach by the Disclosing Party of its obligations in terms of this clause 17;

17.2.2 is also received by the Disclosing Party from a third party who did not acquire such Confidential Information subject to any duty of confidentiality in favour of the other Party; or

17.2.3 was known to the Receiving Party prior to receiving it from the Disclosing Party.

"**Confidential information**" shall mean the terms contained in this Agreement, all information disclosed by either Party to the other prior to the conclusion of this Agreement, in terms of this Agreement or otherwise in connection with this Agreement.

18. ARBITRATION

18.1 Subject to any other provisions of this Agreement which provide for their own remedies, should any dispute arise between the Parties in connection with -

18.1.1 the formation or existence of;

18.1.2 the implementation of;

18.1.3 the interpretation or application of the provisions of;

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- 18.1.4 the Parties' respective rights and obligations in terms of or arising out of the conclusion, breach or termination of;
- 18.1.5 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of;
- 18.1.6 any documents furnished by the Parties pursuant to the provisions of, this Agreement or which relates in any way to any matter affecting the interests of the Parties in terms of this Agreement, such dispute shall, save as otherwise provided herein, be determined in terms of this clause 18.
- 18.2 Any Party to this Agreement may demand that a dispute be determined in terms of this clause 18 by written notice given to the other Party.
- 18.3 Subject to the provisions of this clause 18, the arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration (or failing it, any successor or equivalent body thereto) in force from time to time ("LCIA") and failing any such rules, shall otherwise be governed by the arbitration laws for the time being in force in England and Wales from time to time.
- 18.4 This clause 18 shall not preclude any party from obtaining interim relief by way of motion proceedings on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 18.5 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of LCIA should any party by written notice given to the other party require the arbitration to be held on an urgent basis. In such event the Parties agree to apply jointly to the LCIA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.

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- 18.6 The arbitrator shall be, if the matter in dispute is principally -
- 18.6.1 a legal matter, a practising advocate, attorney or retired Judge of England of at least fifteen years' standing;
- 18.6.2 an accounting matter, a practising chartered accountant in England of at least fifteen years' standing;
- 18.6.3 any other matter, any independent person,

agreed upon between the Parties to the dispute.
- 18.7 Should the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within seven days after the arbitration is demanded, the matter shall be deemed to be a legal matter.
- 18.8 Should the Parties fail to agree on an arbitrator within fourteen days after the giving of notice in terms of clause 18.2, any of the Parties shall be entitled to request the Registrar for the time being of LCIA to make the appointment during the ensuing seven day period, and who, in making the appointment, shall have regard to the nature of the dispute and the Parties' requirement for a speedy arbitration. If the appointment is to be made in terms of clause 18.6.1, preference shall be given to attorneys or advocates having the requisite expertise, on the panel of arbitrators of LCIA.
- 18.9 The arbitration shall take place in London, England or in such other place as is mutually agreed to by the Parties, with only the Parties and their representatives being present.
- 18.10 The arbitration shall be determined in accordance with the provisions the law of England and Wales and the Parties submit to English jurisdiction for the

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purpose of this arbitration.

- 18.11 The arbitrator shall determine the applicable procedure to be followed in the arbitration and shall not be bound by strict rules of evidence.
- 18.12 The arbitrator may by notice to the Parties within seven days after his appointment, dispense wholly or in part with formal submissions and/or proceedings provided that the Parties are given an adequate opportunity to make submissions to the arbitrator.
- 18.13 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 18.14 at the instance of any of the Parties to the dispute.
- 18.14 The Parties hereby consent to the non-exclusive jurisdiction of the Courts of England and Wales in respect of the proceedings referred to in clauses 18.4 and/or 18.13.
- 18.15 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of an order to be made in terms of clause 18.13.
- 18.16 The provisions of this clause 18 -
 - 18.16.1 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and
 - 18.16.2 are severable from the rest of this Agreement and shall remain in effect

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despite the termination of or invalidity for any reason of this Agreement.

- 18.17 The Parties agree that the written demand by either Party in terms of clause 18.2 that the dispute be submitted to arbitration, is deemed to be a legal process for the purpose of interruption of extinctive prescription in terms of the laws of England and Wales.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of England and Wales.
- 19.2 Subject to clause 18, the Parties hereby consent and submit to the non-exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising out of or in connection with this Agreement.

20. CESSION AND ASSIGNMENT

- 20.1 This Agreement is personal to the Parties and neither Party shall be entitled to cede any of its rights or delegate any of its obligations in terms of this Agreement without having first obtained the written consent of the other Party, such consent not to be unreasonably withheld.
- 20.2 The Supplier shall be entitled to cede any of its rights or delegate any of its obligations in terms of this Agreement without the written consent of the Principal in circumstances where same is ceded or delegated to an affiliate of the Supplier.

21. DOMICILIUM AND NOTICES

- 21.1 The Parties choose domicilium citandi et executandi ("**Domicilium**") for the

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purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, as that set out in the Schedule.

- 21.2 Any of the Parties shall be entitled from time to time, by written notice to the others, to vary its Domicilium to any other address within the RSA or Tanzania which is not a post office box or poste restante.
- 21.3 Any notice given and any payment made by any Party to any other ("**the Addressee**") shall be in writing and if delivered by hand during the normal business hours of the Addressee at the Addressee's Domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery.
- 21.4 Any notice by any Party to any other which is transmitted by telefacsimile/email from an address within the RSA or Tanzania to the Addressee at the Addressee's telefacsimile/email address for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the first Business Day after the date of transmission thereof.

22. OVERDUE INTEREST

Any amount falling due for payment by any Party to any other in terms of or pursuant to this Agreement, including any amount which may be payable as damages, the defaulting party will be given notice by the other party. If not resolved within fourteen (14) days from the notice date, the amount/s shall bear interest at Libor plus 2% calculated from the due date until payment thereof or, in the case of an amount payable by way of damages, with effect from the date upon which those

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damages are sustained.

23. **COUNTERPARTS**

This Agreement -

- 23.1 may be executed in separate counterparts which none of which need contain the signature of all the Parties, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one Agreement;
- 23.2 shall be valid and binding upon all the Parties hereto, notwithstanding that one or more of the Parties may have signed a facsimile copy, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such ancillary agreement for all purposes.

24. **GENERAL**

- 24.1 This Agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof.
- 24.2 No Party shall be bound by any representation, warranty, promise or the like not recorded herein.
- 24.3 No addition to, variation, or agreed cancellation of this Agreement (including without limitation the scope of the Services) shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 24.4 No indulgence which any Party ("**the Grantor**") may grant to any other ("**the Grantee**") shall constitute a waiver of any of the rights of the Grantor, which shall not thereby be precluded from exercising any rights against the Grantee

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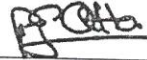
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which may have arisen in the past or which might arise in the future.

25. COSTS

Each Party shall bear and pay the costs incurred by it in respect of the negotiation, drafting, preparation and execution of this Agreement.

Signed at Rivonia, South Africa on 25 February 2021
for **MINOPEX MINING SOLUTIONS TANZANIA LTD**



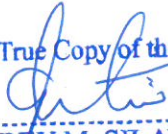
who warrants that he is duly authorised hereto

Signed at **DAR, TANZANIA** on **26TH FEB,** 2021
for **SHANTA MINING COMPANY LTD**



who warrants that he is duly authorised hereto

Certified as a True Copy of the Original



GODFREY M. SILAYO
Advocate, Notary Public & Commissioner for Oaths

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ANNEXURE A – SERVICES

1 SCOPE OF SERVICES

The scope of Services is for the –

- 1.1 supply of a containerised sample preparation and fire assay laboratory, all equipment and PPE.
- 1.2 Operation and maintenance systems and procedures.
- 1.3 Maintenance services.
- 1.4 All other services required to operate the described lab in accordance with best practice.

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3 OPERATIONAL BATTERY LIMITS

- 3.1 The Services are for the supply, management, operation and maintenance of the analytical laboratory. It includes the provision of analytical personnel,

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operation and maintenance systems and procedures and the procurement of operating consumables.

- 3.2 The battery limits are –
 - 3.2.1 Labelled sample delivered to the laboratory sample receiving area;
 - 3.2.2 The required analyses will be predetermined for each type of sample, Geology, Plant, Solutions, etc.
 - 3.2.3 Recording of received sample with requirements.
 - 3.2.4 Sample preparation.
 - 3.2.5 Analyses of sample by required method.
 - 3.2.6 Reporting of results over agreed time frame.
 - 3.2.7 Ordering and supply of laboratory spares and consumables.
 - 3.2.8 Discard of laboratory waste materials.

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ANNEXURE B – REMUNERATION AND PAYMENT

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2. **CONTRACT PRICE ADJUSTMENT**

The rates and prices of the Supplier shall be fixed and firm for the term. The Contract Price is inclusive of all obligations, risks and liabilities undertaken by the Contractor under and in connection with this Contract. The Contract Price shall escalate yearly at the CPI on each anniversary of the Commencement Date. The adjustment will be made based on factors relevant to South Africa. The basis of the adjustments and factors are to be determined and open for discussion. Once the agreed base date and factors are set, the Agreement and Contract Price will be fixed for that year of operation.

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3. INVOICING - OPERATION AND MAINTENANCE

- 3.1 The Supplier will submit an invoice by the 20th Day of each month.
- 3.2 Any additional work conducted on the Facility outside of the contract scope will be collated and accrued and a supplementary Invoice for this portion will be submitted within 7 days of the commencement of the following month. This amount will be added to the following months invoice.
- 3.3 Payment shall be made within thirty (30) days after submission of Invoice. Other payment terms may be negotiated. Interest will be charged on outstanding invoices at the prevailing Libor rate + 2%.
- 3.4 In the event the Tanzania Revenue Authority or any Tanzania government authority determines at any time that it is the duty of the Principal to make any payments of the nature of any taxes, workers compensation or other related matters in respect of the supplier 's Personnel, the Principal will notify the Supplier as soon as is reasonably practicable of such determination and the Supplier shall be given the opportunity to dispute such determination. The Supplier acknowledges and agrees that the Principal shall deduct such payment(s) out of the fees specified in this Agreement.

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ANNEXURE C – STAFFING REQUIREMENTS

1. On the operational basis recorded herein, the operational team for the Services shall consist of 21 personnel providing the Services.
2. The breakdown of the proposed breakdown of the personnel structure is set out below –

| Description | Staff number |
|-------------|--------------|
| Local | 19 |
| Expatriates | 2 |

3. The Supplier shall draw the personnel from the current pool and transfer these to the Mine. As a rough of estimate, the Supplier expects to have a staff complement of 21 as shown in the table above. The laboratory equipment and staff has been sized to handle u250 up to 300 samples per day giving a turnaround time for the analyses ranging from 8 hours through to 24 hours.

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ANNEXURE D – INSURANCE

1. SUPPLIER INSURANCES

The Contract Price **includes** the normal contractor insurance, basic details of insurances are tabled below.

| Item | Cover Effected |
|------|--|
| 1 | General Public Liability – 1 million USD |
| 2 | Contractors Liability – 1 million USD |

2. PRINCIPAL INSURANCES

- 2.1 The Principal shall be obliged to obtain the following insurance:
- 2.1.1 Assets all risks insurance covering the Plant whilst being operated or maintained by the Supplier and at all other times.
- 2.1.2 Corresponding business interruption insurance following damage insured by item 1 above.
- 2.1.3 Public liability insurance covering injury and death to third parties.
- 2.2 The levels of insurance to be carried by the Principal in this regard shall be to such amounts as may be commercially prudent in the circumstances having regard to the nature and extent of the Plant, its operations and the risks associated therewith.

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ANNEXURE E – THE PROPOSAL

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ANNEXURE F – OPERATIONAL ASSETS LIST

CONTAINER No 1 - FURNACE ROOM (Container 1 of 3)

| | | |
|------|---|----|
| 1.01 | 12m Container | 1 |
| 1.02 | Furnace Transformers | 3 |
| 1.03 | Electrically Heated 84-Place Fusion Furnace/s | 2 |
| 1.04 | Electrically Heated 168-Place Cupellation Furnace/s | 1 |
| 1.05 | 4 foot florescent light | 20 |
| 1.06 | double Socket outlets industrial | 2 |
| 1.07 | Light switch industrial | 1 |
| 1.08 | Lighting D/8 | 1 |
| 1.09 | Single ph earth leakage 63 A | 1 |
| 1.10 | 20 A single ph circuit breaker | 1 |
| 1.11 | 10 A single ph circuit breaker | 1 |
| 1.12 | Container Mods, plating floor, etc | 1 |
| 1.13 | Doors | 2 |
| 1.14 | Windows | 3 |
| 1.15 | Electricals, conduit, wiring, labour, etc | 1 |
| 1.16 | Hand Held Temperature Indicator and Probe (certified) | 1 |

CONTAINER No 2 - FURNACE ROOM (Container 2 of 3)

| | | |
|------|-------------------------------------|---|
| 2.01 | 12m Container | 1 |
| 2.02 | Container Mods, plating floor, etc | 1 |
| 2.03 | Fusion Furnace Control Panel | 2 |
| 2.04 | Cupellation Furnace Control Panel | 1 |
| 2.05 | ES 205 enclosures for D/B boards | 2 |
| 2.06 | Feeder Circuit Breaker 29670 | 3 |
| 2.07 | Main Feeder NS400N (400Amp) | 1 |
| 2.08 | 100A 3ph earth leakage Hymag samite | 3 |
| 2.09 | NS 80H MA50 (28101) | 3 |
| 2.10 | 60 amp(single phase) Hymag breakers | 6 |
| 2.11 | double Socket outlets industrial | 1 |
| 2.12 | Light switch industrial | 1 |
| 2.13 | neutral bar | 1 |
| 2.14 | earth bar | 1 |
| 2.15 | 400 Amp busbar (600mm long) | 3 |
| 2.16 | 100A 3ph Circuit breaker Hymag | 1 |

CONTAINER No 3 - FURNACE ROOM (Container 3 of 3)

| | | |
|------|---|---|
| 3.01 | 12m Container | 1 |
| 3.02 | Container Mods, plating floor, etc | 1 |
| 3.03 | Doors | 2 |
| 3.04 | Windows | 2 |
| 3.05 | Electricals, conduit, wiring, labour, etc | 1 |

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| 3.06 | Cupel cooling cabinet | 1 |
| 3.07 | Button anvil - Knock-up bench with bin | 1 |
| 3.08 | Rubber grip ball hammer | 1 |
| 3.09 | Crucible trolleys | 4 |
| 3.10 | Crucible trays - stackable | 4 |
| 3.11 | Crucible pouring tongs - row at a time | 2 |
| 3.12 | Cupel Trays | 2 |
| 3.13 | Cupel loading forks | 2 |
| 3.14 | Button tongs | 2 |
| 3.15 | Button trays | 4 |
| 3.16 | No. 3 slag moulds | 164 |
| 3.17 | Slag mould tongs | 2 |
| 3.18 | Slag mould trolleys | 2 |
| 3.19 | Multiple Loading Trolley | 1 |
| 3.20 | Crucible Draining Rack Trolley | 2 |

CONTAINER No 4- SAMPLE PREPARATION

| | | |
|------|--|---|
| 4.01 | 6m Container | 1 |
| 4.02 | Container Mods, plating floor, etc | 1 |
| 4.03 | Curtains between sample prep and furnace room | 1 |
| 4.04 | Doors | 2 |
| 4.05 | Windows | 2 |
| 4.06 | Electricals, conduit, wiring, labour, etc | 1 |
| 4.07 | 4-foot florescent light | 2 |
| 4.08 | double Socket outlets industrial | 2 |
| 4.09 | Light switch industrial | 1 |
| 4.10 | 3ph D/B | 1 |
| 4.11 | 100 A main c/b 3ph | 1 |
| 4.12 | 30A 3ph c/b | 2 |
| 4.13 | Single ph earth leakage 63 A | 1 |
| 4.14 | 20 A single ph circuit breaker | 1 |
| 4.15 | 10 A single ph circuit breaker | 1 |
| 4.16 | PV2 Bowl Mill Pulveriser | 2 |
| 4.17 | 5x3 Crusher | 2 |
| 4.18 | Perforated flux table | 1 |
| 4.19 | 200kg flux bin on wheels | 1 |
| 4.20 | "Y" blender flux mixer | 1 |
| 4.21 | Jones Riffler Sample Splitter - 20 slot (20mm) with 3 pans | 1 |
| 4.22 | Rotary Splitter - 8-way x 1 liter cups | 1 |
| 4.23 | Electromagnetic Sieve Shaker - FLT-0200 | 1 |
| 4.24 | Sieve - 800 micron | 1 |
| 4.25 | Sieve - 600 micron | 1 |
| 4.26 | Sieve - 425 micron | 1 |

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|------|--------------------|---|
| 4.27 | Sieve - 300 micron | 1 |
| 4.28 | Sieve - 212 micron | 1 |
| 4.29 | Sieve - 150 micron | 1 |
| 4.30 | Sieve - 125 micron | 1 |
| 4.31 | Sieve - 106 micron | 1 |
| 4.32 | Sieve- 75 micron | 1 |
| 4.33 | Sieve - 53 micron | 1 |
| 4.34 | Sieve - 38 micron | 1 |
| 4.35 | Dry Receiver | 1 |
| 4.36 | Drying Oven | 1 |

CONTAINER No 5—AA AND WET CHEM

| | | |
|------|---|-----|
| 5.01 | 6m Container | 1 |
| 5.02 | Container Mods, plating floor, etc | 1 |
| 5.03 | Doors | 3 |
| 5.04 | Windows | 2 |
| 5.05 | Electricals, conduit, wiring, labour, etc | 1 |
| 5.06 | 4 foot florescent light | 2 |
| 5.07 | Light switch industrial | 2 |
| 5.08 | double Socket outlets industrial | 4 |
| 5.09 | Lighting D/B | 1 |
| 5.10 | Single ph earth leakage 63 A | 1 |
| 5.11 | 20 A single ph circuit breaker | 2 |
| 5.12 | 10 A single ph circuit breaker | 2 |
| 5.13 | Basins big | 2 |
| 5.14 | Plumbing | 1 |
| 5.15 | Manual bullion roller | 1 |
| 5.16 | Aircons | 2 |
| 5.17 | Fume Cupboard | 2 |
| 5.18 | Fans for fume cupboards | 1 |
| 5.19 | Water Still with storage tank WS-02 | 1 |
| 5.20 | Solenoid Valve | 1 |
| 5.21 | Carbon Filter | 1 |
| 5.22 | Sediment Filter | 1 |
| 5.23 | Parting Trays - 79MF/9 | 4 |
| 5.24 | Parting Cups - 79MF/9 | 200 |
| 5.25 | Water Baths | 2 |
| 5.26 | HPE45 - Hot Plates - 2kW, 300x450mm, with energy regulator temp control | 2 |
| 5.27 | Parting Apparatus (frame with cups and 2 lifting hooks) | 1 |
| 5.28 | Bead Anvil with Hammer | 1 |

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|---|--|-----|
| 5.29 | Extra D/B and reticulation for AA UPS | 1 |
| CONTAINER No 6 - SAMPLE RECEIVING, DRYING AND FILTER PRESSES | | |
| 6.01 | 6m Container | 1 |
| 6.02 | Container Mods, plating floor, etc | 1 |
| 6.03 | Partition between filter presses and drying table | 1 |
| 6.04 | Doors | 1 |
| 6.05 | Windows | 2 |
| 6.06 | Electricals, conduit, wiring, labour, etc | 1 |
| 6.07 | 3ph D/8 | 1 |
| 6.08 | 100 A Earth leakage 3ph+N | 1 |
| 6.09 | 50A 3ph c/b | 1 |
| 6.10 | 20 A single ph circuit breaker | 1 |
| 6.11 | 10 A single ph circuit breaker | 1 |
| 6.12 | 4 foot florescent light | 2 |
| 6.13 | Light switch industrial | 1 |
| 6.14 | double Socket outlets industrial | 2 |
| 6.15 | Drying Table with elements, control panel, etc | 1 |
| 6.16 | Filter Presses 300mm diameter | 4 |
| 6.17 | Table for Filter Presses with all fittings, pressure relief valve, etc | 1 |
| 6.18 | Water supply and drain for filter presses | 1 |
| 6.19 | RD4 - round stainless steel sample dishes 285x220x40mm | 200 |
| 6.20 | RT3 - rectangular stainless steel sample trays 355x255x50mm | 100 |

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CONTAINER No 7 - STORE

| | | |
|------|---|---|
| 7.01 | 6m Container | 1 |
| 7.02 | Container Mods, | 1 |
| 7.03 | Doors | 1 |
| 7.04 | Windows | 1 |
| 7.05 | Electricals, conduit, wiring, labour, etc | 1 |
| 7.06 | 4 foot florescent light | 4 |
| 7.07 | Light switch industrial | 1 |
| 7.08 | double Socket outlets industrial | 2 |
| 7.09 | Lighting D/B | 1 |
| 7.10 | Single ph earth leakage 63 A | 1 |
| 7.11 | 20 A single ph circuit breaker | 2 |
| 7.12 | 10 A single ph circuit breaker | 2 |
| 7.13 | Storage racks | 5 |
| 7.14 | Tumble Dryer | 1 |
| 7.15 | Basins big | 1 |
| 7.16 | Plumbing | 1 |
| 7.17 | Washing Machine | 1 |
| 7.18 | Recommended spares - crusher, pulveriser and furnaces | 1 |
| 7.19 | Tools | 1 |

CONTAINER No 8 - CHANGE ROOM, SHOWERS, TOILETS

| | | |
|------|---|---|
| 8.01 | 6m Container | 1 |
| 8.02 | Container Mods, | 1 |
| 8.03 | Doors | 4 |
| 8.04 | Windows | 4 |
| 8.05 | Electricals, conduit, wiring, labour, etc | 1 |
| 8.06 | 4-foot florescent light | 2 |
| 8.07 | Single light fittings | 3 |
| 8.08 | Light switch industrial | 3 |
| 8.09 | Lighting D/B | 1 |
| 8.10 | Single ph earth leakage 63 A | 1 |
| 8.11 | 20 A single ph circuit breaker | 1 |
| 8.12 | 10 A single ph circuit breaker | 1 |
| 8.13 | Double open lockers | 4 |
| 8.14 | Showers | 2 |
| 8.15 | Toilets | 3 |
| 8.16 | Basins small | 3 |
| 8.17 | Geyser | 1 |
| 8.18 | Plumbing | 1 |

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CONTAINER No 9 - OFFICE AND BALANCE ROOM

| | | |
|------|---|---|
| 9.01 | 6m Container | 1 |
| 9.02 | Container Mods, | 1 |
| 9.03 | Doors | 3 |
| 9.04 | Windows | 2 |
| 9.05 | Electricals, conduit, wiring, labour, etc | 1 |
| 9.06 | 4-foot florescent light | 2 |
| 9.07 | Light switch industrial | 2 |
| 9.08 | double Socket outlets industrial | 4 |
| 9.09 | Lighting D/8 | 1 |
| 9.10 | Single ph earth leakage 63 A | 1 |
| 9.11 | 20 A single ph circuit breaker | 2 |
| 9.12 | 10 A single ph circuit breaker | 2 |
| 9.13 | Laminated balance table | 1 |
| 9.14 | Safe | 1 |
| 9.15 | Aircons | 2 |
| 9.16 | Computer Stand | 1 |
| 9.17 | Filing Cabinet - 4 drawer | 1 |
| 9.18 | Chairs - secretarial | 4 |
| 9.19 | Chairs - visitor | 2 |
| 9.20 | Chairs - high stool | 2 |
| 9.21 | Lab trolleys | 2 |
| 9.22 | Water cooler and water heater (urn) | 1 |

ROOF, FILTER, COMPRESSOR, OTHER INFRASTRUCTURE, ETC

| | | |
|-------|---|----|
| 10.01 | Donaldson Filter | 1 |
| 10.02 | Donaldson Filter ducting | 1 |
| 10.03 | Compressor | 1 |
| 10.04 | Air pipes | 1 |
| 10.05 | Whirley birds | 15 |
| 10.06 | Laminated tables | 4 |
| 10.07 | Fire extinguishers + brackets | 10 |
| 10.08 | Fire buckets + brackets | 10 |
| 10.09 | PPE + Safety signs | 1 |
| 10.10 | Heavy duty locks | 20 |
| 10.11 | Roof+ Structure | 1 |
| 10.12 | Interconnecting cabling between containers | 1 |
| 10.13 | Exterior Lighting with additional cabling, switches, etc | 10 |
| 10.14 | Walkways between containers | 1 |
| 10.15 | Site work (excludes, visas, travel, subsistence and food) | 1 |

OTHER

| | | |
|------|-------------------------|---|
| 11.1 | AA spectroscopy machine | 1 |
| 11.2 | Micro Balance | 2 |

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11.3 Top Pan Balance
11.4 Analytical Balance

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**ANNEXURE G – MATERIAL, EQUIPMENT, AMENITIES AND SERVICES SUPPLIED
BY THE PRINCIPAL**

1. EMPLOYEE CAMP AND ACCOMMODATION

- 1.1 The Contract Price **excludes** the costs of the capital of accommodation camp. The Principal agrees to supply the camp and accommodation for the Supplier's employees. The Supplier will manage the camp via a suitable camp operator estimated cost per person have been included in the summary table.
- 1.2 The costs have been calculated on the basis of the Supplier's whole labour force using the camp. Should labour be available nearby the mine then those employees will not be included in the camp but meals will be supplied. All accommodation requirements will be single status. No family units are required.
- 1.3 Furniture and bedding for the rooms has been **excluded**.
- 1.4 The table below shows the room requirements:
- 1.5 The layout and room layout is for discussion between the Principal and the Supplier.

2. OFFICE REQUIREMENTS

- 2.1 The Contract Price **excludes** the site offices for the staff these are to be supplied by the Principal as part of the capital for the project.
- 2.2 The site offices required by the Supplier should be preferably located at the Facility in order to facilitate the operation of the Facility.

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