Newmont™
CANADA

Standard Terms and Conditions for the Purchase of Goods and/or Services

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1. Interpretation

1.1 ***Definitions.*** In these Standard Terms and Conditions, unless there is something in the subject matter or content inconsistent therewith or unless otherwise specifically provided herein, the following terms shall have the meanings set forth below:

(a) **"Affiliate"** means any body corporate, limited liability company, partnership, joint venture, firm or other form of enterprise which directly or indirectly Controls or is Controlled by or is under common Control with Newmont or the Supplier, as the case may be;

(b) **"Agreed Standard Terms"** means these Standard Terms and Conditions for the Purchase of Goods and/or Services;

(c) **"Agreement"** means the applicable Purchase Order, together with these Agreed Standard Terms and any other policies and documentation incorporated by reference in such Purchase Order, as each may be amended, restated or supplemented from time to time;

(d) **"Cause"** has the meaning set forth in section 7.4;

(e) **"Change Order"** means a written or electronic document issued by Newmont that contains changes to a Purchase Order;

(f) **"Claims**" means any and all claims, suits, and other actions;

(g) **"Compensation"** means the amounts payable for any Services, including all taxes, insurance and other miscellaneous charges associated with the Services;

(h) **"Control"** means the right to the exercise, directly or indirectly, of at least fifty per cent (50%) of the voting rights attributable to the shares or other ownership interests in any body corporate, limited liability company, partnership, joint venture, firm or other enterprise;

(i) **"Delivery Location"** means the location for the delivery of Goods as specified in the Purchase Order;

(j) **"Delivery Schedule"** means the schedule for the delivery of Goods as specified in the Purchase Order;

(k) **"Environmental Laws**" means all Laws aimed at reclamation or restoration of property; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and dangerous substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic, dangerous or hazardous substances as wastes into the environment, including ambient air, surface water and groundwater; and all other Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic, dangerous or hazardous substances or wastes, and any other laws relating to emissions, discharges, releases, or threatened releases into the environment;

(l) **"Goods"** mean the goods to be supplied to Newmont by the Supplier as set forth in the Purchase Order;

(m) "**Incoterm"** means the Incoterms 2020 delivery terms applicable to the delivery of the Goods by the Supplier to Newmont;

(n) **"Laws"** means all laws, statutes, acts, codes, regulations, bylaws, ordinances, rules, restrictions, regulatory policies, common law principles, equitable principles, treaties, conventions (except as provided in section 12.13) and international laws and any and all other lawful requirements from whatever source, of or applicable in any national, federal, state, provincial, territorial, municipal, regional or other jurisdiction now or hereafter in force, including any and all directions, orders, judgments, decrees, awards or writs of any court, tribunal or governmental authority having jurisdiction which are applicable to the Supplier and Newmont or either of them in respect of the transactions contemplated in this Agreement;

(o) **"Lien"** means any charge, security interest, hypothec, lien (statutory or otherwise, including construction, builder's, mechanic's, unpaid vendor's, miner's or other lien for unpaid work or services) or other encumbrance of any nature which, in substance, secures payment or performance of an obligation;

(p) **"Losses"** means any losses (including injury to or death of any person), settlements, judgments, awards, damages, costs, and other liabilities (including legal costs and reasonable attorney's fees);

(q) **"Newmont"** means the Newmont party set out in the applicable Purchase Order;

(r) **"Newmont Related Party"** means any of Newmont's Affiliates and the shareholders, directors, officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees of Newmont and any of its Affiliates; in this section 1.1(r), **"invitee"** means any person who Newmont or a Newmont Related Party invites on or otherwise causes to be on a Site, other than the Supplier or a Supplier Related Party;

(s) **"Parties"** means Newmont and the Supplier;

(t) **"person"** includes, unless the context otherwise requires, any individual, body corporate, firm, partnership, joint venture or other form of enterprise;

(u) **"Price"** means the price to be paid by Newmont to the Supplier for Goods purchased pursuant to the Agreement;

(v) **"Purchase Order"** means a written or electronic purchase order agreed to by the Supplier and Newmont for the purchase of Goods and/or Services, which specifies a purchase order number and includes other schedules, exhibits or other documentation attached thereto or incorporated by reference;

(w) **"Services"** means installation, modification, maintenance, repair or other services to be performed by the Supplier or a Supplier Related Party in respect of Goods purchased or proposed to be purchased by Newmont from the Supplier as may be provided in the Purchase Order, and/or other professional services set out in the Purchase Order, including any ancillary services reasonably necessary for Newmont to receive and benefit from the Goods and services purchased;

(x) **"Site"** means a mine site, exploration site or other worksite operated by Newmont or Newmont Related Party to which Goods may be delivered under the Agreement;

(y) **"Software"** for purposes of section 8 means all software and software documentation, if any, delivered to Newmont by the Supplier or otherwise licensed to Newmont by the Supplier under the Agreement; and

(z) **"Supplier"** means the Supplier set out in the applicable Purchase Order;

(aa) "**Supplier Documents"** means confirmations, invoices and all other documents issued by the Supplier in connection with the sale of Goods to Newmont;

(bb) **"Supplier Related Party"** means any of the Supplier's Affiliates and the shareholders, directors, officers, employees, agents, representatives, dealers, distributors, contractors, subcontractors, licensees and invitees of the Supplier and its Affiliates; in this section 1.1(bb), **"invitee"** means any person who the Supplier or a Supplier Related Party invites on or otherwise causes to be on a Site, other than Newmont or a Newmont Related Party;

(cc) **"Terms"** means the terms and conditions set forth in the Agreement;

(dd) **"Third Party Rights"** means any copyrights, trademarks, trade secrets or any other intellectual property rights.

1.2 ***Construction; Legal Advice.*** In the Agreement: (a) the singular includes the plural and vice versa; (b) reference to any document means such document as amended from time to time upon mutual agreement of the Parties; (c) headings are for convenience only and are not intended to interpret, define or limit the scope, extent or intent of any Agreement or any provision thereof; (d) **"include"** or **"including"** means including without limiting the generality of any description preceding such term; and (e) all references to currency are to the lawful currency of Canada, unless otherwise specified in the applicable Purchase Order. The Supplier acknowledges that Newmont has recommended that the Supplier obtain independent legal advice regarding the Agreement and its effect. The Supplier represents that it has done so or has voluntarily chosen not to do so. The Parties agree that any rule of construction to the effect that any ambiguity of the agreement will be resolved against the drafting Party will not apply to the interpretation of the Agreement.

2. Agreement

2.1 ***Entire Agreement.*** The Agreement constitutes the entire agreement between Newmont and the Supplier in respect of the purchase of Goods and/or Services specified in a Purchase Order, and supersedes any prior or contemporaneous oral or written agreements or communications between the Parties relating to the subject matter thereof.

2.2 ***Supplier Documents.*** The Parties anticipate that Goods may from time to time be delivered by the Supplier to Newmont pursuant to Supplier Documents and that such Supplier Documents may contain terms or conditions that are different from, or in addition to, the Terms (the "**Proposed Terms**"). Unless otherwise provided herein or as may be agreed in writing by Newmont and the Supplier (a) no Proposed Terms in the Supplier's order acknowledgment or invoice forms or in any other Supplier Documents that are inconsistent with the Terms shall be of any force or effect; and (b) Newmont expressly rejects all Proposed Terms contained in any Supplier Document, regardless when the Supplier Document containing Proposed Terms is received by Newmont.

2.3 ***Incorporation into Agreement.*** Except as may otherwise be specifically provided in the Purchase Order, these Agreed Standard Terms shall be deemed incorporated into and made a part of each Agreement between Newmont and the Supplier.

2.4 ***Priority of Documents.*** In the event of, and to the extent only of any conflict between the Agreed Standard Terms and the Purchase Order, the Agreed Standard Terms will prevail over the Purchase Order unless such Purchase Order clearly indicates the Parties' intention to override the provisions of this Agreed Standard Terms.

2.5 ***Acceptance.*** An Agreement shall be deemed to have been formed upon: (a) the execution of a Purchase Order by Newmont and the Supplier; (b) delivery by the Supplier of the goods or services specified in a Purchase Order issued by Newmont; or (c) being otherwise legally accepted by the Parties.

3. Purchase of Goods

3.1 ***Purchase of Goods.*** A Purchase Order may be placed by Newmont by delivery of a written or electronic Purchase Order. The quantity of Goods to be purchased under the Purchase Order, the delivery requirements specific to the Delivery Location (including days of week and times of day that deliveries will be accepted and packaging and delivery system requirements), the Delivery Schedule and shipping instructions and directions applicable to shipments to the Delivery Location and any other specifications for the Goods, as applicable, shall be as set out in the Purchase Order. No Purchase Order and/or any addition, waiver, alteration or modification thereto shall be valid unless made in writing and signed by an authorized representative of each Party specifically referencing the relevant Purchase Order. The Supplier may request changes to the Purchase Order, by written notice to Newmont, in response to which Newmont may issue a changed Purchase Order to be signed by authorized representative of each Party. If Newmont does not accept the requested changes, Newmont will cancel the Purchase Order without any cost or liability.

3.2 ***Delivery***. The Supplier shall deliver the Goods specified in the Agreement in accordance with the Delivery Schedule provided therein. Unless otherwise specified in the applicable Purchase Order, the Supplier shall be solely responsible for transporting and delivering the Goods to the Delivery Location. The Supplier shall comply with all requirements under applicable Laws relating to the production, handling, loading, transporting, delivery and unloading of the Goods in and to each jurisdiction in which the Goods are transported and delivered and shall comply with such other requirements as may be specified in the Purchase Order. All transport vehicles shall be professionally operated and shall comply with all such Laws and other requirements. The Supplier shall ensure that all of its employees and any other applicable Supplier Related Parties have been properly trained and are properly supervised with respect to the production, handling, loading, transporting, delivery and unloading of the Goods. If the Supplier engages any third party carriers to deliver the Goods, the Supplier shall exercise due care to select carriers who will perform to the same standards as are required of the Supplier hereunder, and the Supplier shall monitor any such third party carriers to ensure that each carrier complies with all Laws applicable to the handling, loading, transporting, delivery and unloading of the Goods. If the scheduled delivery of Goods is delayed by Newmont or a force majeure event suffered by Newmont, the Supplier may on prior written notice to Newmont move the Goods to storage for the account of and at the risk of Newmont whereupon the Goods shall be deemed to be delivered.

3.3 ***Delivery to a Site.*** Where Goods are to be delivered to a Site, the Supplier shall consult with Newmont to establish an appropriate time for delivering the Goods and the Supplier shall use all reasonable efforts to ensure that the Goods are delivered at such time and in accordance with the Delivery Schedule. No deliveries may be made prior to the scheduled delivery date without the prior approval of Newmont. The Supplier and the Supplier Related Parties responsible for the delivery of Goods to a Site shall: (a) comply with Newmont's Code of Conduct,

Newmont's Supplier Code of Conduct and Newmont and the Site's policies and procedures, as applicable and as each may be provided by Newmont from time to time. Such compliance includes the participation in the Site's safety trainings/induction courses, as necessary, at no additional cost to Newmont; (b) not interfere with Newmont's activities and leave Newmont's premises secure, clean orderly having regard to the condition of such premises immediately prior to such access by the Supplier; (c) ensure that the Goods are delivered in a safe manner that does not prejudice safe working practices, safety and care of property and continuity of work at the Site; and (d) comply with Newmont's unloading and loading policy, as such policy may be provided to Supplier from time to time.

3.4 ***Packaging.*** The Goods shall be packaged in accordance with all applicable Laws and any Newmont specifications set forth in the Agreement and in such manner as may be required for the protection of the Goods from damage or destruction by any hazard prior to acceptance of the Goods by Newmont. All packages shall include labels and tags containing adequate and accurate information with respect to use, safety and treatment of the Goods. The Supplier shall ensure that the Goods are properly contained, secured, labelled, safety marked, documented and inspected at all times during the course of handling, loading, transporting, delivery and unloading so as to comply with all applicable Laws. No separate or additional charges for containers, crating, boxing, bundling or other packaging materials shall be payable unless specified in the Purchase Order. The Supplier shall be responsible for any Goods that are damaged during shipment or require additional handling because packaging and/or labelling did not comply with the required specifications. A packing list showing the Purchase Order number and release number if applicable shall be included with each shipment. The shipping label on the shipping container shall be marked to show the Purchaser Order number of all Purchase Orders contained within the container and each interior container shall be marked to show the Purchase Order number.

3.5 ***Title and Risk of Loss; Acceptance.*** Title to the Goods and the risk of loss with respect thereto shall pass to Newmont upon delivery in accordance with the Incoterm as specified in the Purchase Order, or if not so specified, then upon physical receipt of the Goods by Newmont following delivery to the Delivery Location. Newmont shall have no responsibility whatsoever for the Goods or any liabilities in connection therewith arising prior to the time title to the Goods has so passed to Newmont. Acceptance of the Goods shall be deemed to occur on the earlier of (A) the date on which Newmont notifies Supplier of acceptance, or (B) the date which is 60 days from the date of delivery of the Goods, unless prior to such date Newmont has notified Supplier that it has rejected such Goods or that there is a defect in the Goods. Acceptance of the Goods shall not otherwise be implied or assumed. Newmont's making or failure to make an inspection, examination or test of, or Newmont's payment for or acceptance of Goods shall in no way relieve Supplier from its obligations to conform to all of the requirements of this Agreement and in no way shall impair Newmont's right to reject or revoke acceptance of the Goods or to avail itself of any other remedies to which Newmont may be entitled, notwithstanding Newmont's knowledge of the non-conformity, its substantiality, or the ease of its discovery.

3.6 ***Inspection.*** Newmont may inspect or test the Goods during their manufacture, processing, construction, preparation, completion and delivery, at reasonable times upon reasonable advance notice and subject to compliance with the Supplier's policies regarding site safety and the Supplier's policies regarding the use of identification badges and rules concerning hours of arrival to and departure from the Supplier's site.

3.7 ***Excess Goods.*** If the Supplier delivers Goods that is more than the quantity specified in the applicable Purchase Order or otherwise do not conform to the specifications set out in the applicable Purchase Order, Newmont may return any excess quantities or non-conforming Goods to the Supplier at the Supplier's sole risk and expense.

3.8 ***Cancellation and Returns.*** Purchase Orders for Goods may be cancelled by Newmont in whole or in part as provided in section 7.3 hereof. Subsequent to shipment, cancellation of Purchase Orders for Goods, other than defective or non-conforming Goods, shall be subject to the Supplier's return policy, provided that the Supplier shall not unreasonably withhold approval for requests to return Goods.

3.9 ***Product Warranties.*** In addition to and without limiting the Supplier's Goods, Services and Software warranty set out in section 8 hereof, and in addition to any other specific product warranties and guarantees set forth in the Purchase Order, the Supplier represents, warrants and agrees that (a) such Goods will conform to the specifications set forth in the Purchase Order; (b) such Goods will be of the quality, size and dimensions ordered and be free from defects in material and workmanship; (c) such Goods will be free and clear of all Liens; (d) such Goods will be of new and merchantable quality; (e) good and marketable title to such Goods will be transferred to Newmont upon delivery of the Goods pursuant to the applicable Incoterm; and (f) such Goods will comply with all applicable government standards and all applicable Laws. The foregoing representations and warranties shall survive any inspection, delivery, acceptance or payment by Newmont and in the case of sections 3.9 (a) and (b), for the Warranty Remedy Period as set out in the Supplier's standard warranty in section 8. In addition, the Supplier will ensure that Newmont has the full benefit of any manufacturer's warranties that may be applicable to the Goods and the Supplier must pursue any manufacturer's warranties on Newmont's behalf if Newmont so requests.

3.10 ***License to Use Intellectual Property***. The Supplier grants to Newmont a perpetual, royalty-free, irrevocable license to use any patent, software, design, trade secret, know-how, documentation or information owned by or licensed to the Supplier and relating to the Goods: (a) provided to Newmont pursuant to the Agreement; or (b) is otherwise required in order that Newmont may use the Goods in the manner contemplated in the Agreement.

3.11 ***Licenses to Sell Goods***. The Supplier shall hold and keep in good standing and shall cause each Supplier Related Party involved in the sale of Goods to Newmont to hold and keep in good standing in each applicable jurisdiction all licenses, permits, authorizations, registrations, exemptions, consents and approvals required to be held by the Supplier or such Supplier Related Party under applicable Laws in such jurisdictions in order to sell and deliver Goods to Newmont.

3.12 ***Compliance with Laws.*** In performing its obligations under the Agreement, Supplier shall comply with all applicable Laws, including labor and tax laws, laws addressing bribery and corruption, and laws addressing the preservation of health, safety, and the environment. Supplier warrants that, as applicable, all Goods shall be in compliance with Environmental Laws. Supplier represents and warrants that prior to delivery of Goods under each Purchase Order, each Supplier Party that will sell or

deliver the Goods at Newmont premises will be familiar with and knowledgeable about the Laws in the jurisdiction where the sale and delivery of the Goods will be performed. Supplier shall at all times retain exclusive control over and shall be solely responsible for evaluation, implementation, and all other decisions relating to the Environmental Laws as they pertain to the sale and delivery of the Goods.

3.13 ***Tariff Documentation.*** The Supplier shall provide to Newmont on request any certificates of origin, affidavits of manufacturer or other tariff documentation for any Goods which receive preferential tariff treatment under any trade agreement or special tariff agreement (collectively, "**Tariff Documentation**"). The Tariff Documentation shall be provided with each shipment of the Goods. The Supplier shall update any Tariff Documentation and shall notify Newmont of any changes affecting eligibility under any applicable trade agreement or special tariff agreement within thirty (30) days after any change occurs. The Supplier shall ensure that all Goods with foreign origin are marked in English with the country of origin.

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4. Supply of Services

4.1 ***Supply of Services.*** The Supplier shall perform or shall cause Supplier Related Parties to perform any Services described in a Purchase Order in accordance with the specifications set out therein.

4.2 ***Performance and Subcontracting.*** The Supplier shall perform and shall cause each Supplier Related Party to perform the Services safely, in accordance with the specifications and the Agreement, and in accordance with industry standards and all applicable Laws. The Supplier shall not subcontract the performance of the Services without Newmont's prior written consent. Subcontracting shall not release the Supplier from any of its obligations under the Agreement and performance of any Services in full by a subcontractor shall be deemed performance of such Services by the Supplier. The Supplier shall preserve and protect the rights of Newmont under the Agreement with respect to any Services to be performed by a subcontractor, including requiring each subcontractor to perform the services in compliance with this Agreed Standard Terms.

4.3 ***Equipment.*** Unless the Purchase Order provides otherwise, the Supplier must supply all equipment, parts and materials necessary to perform the Services, at the Supplier's expense.

4.4 ***Access to Site.*** The Supplier and Supplier Related Parties shall have access to any Site to the extent required for the performance of any Services described in the Purchase Order. The Supplier, the Supplier Related Parties and any of their personnel responsible for the performance of Services at a Site shall: (a) comply with Newmont's policies in accordance with section 4.5; (b) not interfere with Newmont's activities and leave Newmont's premises secure, clean and orderly having regard to the condition of such premises immediately prior to such access by the Supplier or Supplier Related Parties; and (c) ensure that the Services are delivered in a safe manner that does not prejudice safe working practices, safety and care of property and continuity of work at the Site.

4.5 ***Compliance with Newmont Policies.***

(a) Supplier represents that, before agreeing to any Purchase Order, it will inspect the site at which the Services are to be performed or the Goods are to be delivered, become familiar with such site, and satisfy itself as to all conditions including surface, subsurface and other site conditions. Supplier agrees that any compensation and schedule requirements to which it agrees under any such Purchase Order will be based on such inspection and will be just and reasonable for the Services and delivery of the Goods under such Purchase Order.

(b) For Services performed at a Site, the Supplier shall be aware of and comply with and ensure that all Supplier Related Parties performing Services at the Site are aware of and comply with (a) all applicable standards and policies available at www.newmont.com under the Governance and Ethics section of the About Us tab; (b) all requirements set out in manuals, procedures, safety and sustainability policies, regulations and other written materials provided to the Supplier by Newmont, including the Fatality Risk Management standards, the Lifesaving Rules and each Site's COVID-19 management and vaccination policies, together with all amendments made from time to time to any of the foregoing; (c) Newmont's policies regarding mine safety, including mine safety training, the use of identification badges and contractor cards and rules concerning hours of work and arrival to and departure from the Site; and (d) all lawful directions and orders given by Newmont and management at the Site. Such compliance includes participation in the Site's safety trainings/induction courses, as necessary, at no additional cost to Newmont.

4.6 ***Reporting.*** The Supplier shall provide all reports required and as specified by Newmont under a Purchase Order, and any ad hoc or other reports reasonably requested by Newmont from time to time. All reports will be well-organized, complete and accurate.

4.7 ***Inspection; Acceptance.*** Newmont shall have the right to inspect the Services at any time during the Agreement term. To assist Newmont in this respect, the Supplier shall give Newmont reasonable notice of readiness for inspection of all Services before the same are substantially completed. The Services shall not be deemed acceptable until after final inspection by Newmont. The making or failure to make any inspection of, or payment for or acceptance of the Services, shall in no way impair Newmont's rights to reject non-conforming Services, or to avail itself of any other remedies to which Newmont may be entitled, notwithstanding Newmont's knowledge of the non-conformity, its substantiality or the ease of its discovery. For greater certainty, the Supplier is not relieved of its responsibilities under the Agreement because Newmont has reviewed, inspected, examined or witnessed any testing of the Services. Acceptance of any portion of the Services shall be deemed to occur on the earlier of (A) the date on which Newmont notifies Supplier of acceptance, or (B) the date which is 60 days from the date of completion of the Services, unless prior to such date Newmont has notified Supplier that it has rejected such Services or that there is a defect in the Services. Acceptance of the Services shall not otherwise be implied or assumed. Newmont's making or failure to make an inspection, examination or test of, or Newmont's payment for or acceptance of Services shall in no way relieve Supplier from its obligations to conform to all of the requirements of this Agreement and in no way shall impair Newmont's right to reject or revoke acceptance of the Services or to avail itself of any other remedies to which Newmont may be entitled, notwithstanding Newmont's knowledge of the non-conformity, its substantiality, or the ease of its discovery.

4.8 ***Knowledge of Hazards and Acceptance of Risks.***

(a) At all times when Supplier is present on Newmont premises, Supplier shall (i) comply with the applicable provisions of Newmont's site and workplace policies, standards, and procedures, including requirements relating to the areas of health, safety, and

loss prevention, in each case, as such document may be amended from time to time by Newmont, in its sole discretion, and provided to Supplier (including in connection with any job hazard analysis training that may be provided to Supplier's personnel by Newmont), (ii) perform the Services or deliver the Goods only during regular working hours (local time, 8:00am to 5:00pm, Monday – Friday) unless prior written consent is obtained from Newmont, (iii) conduct all activities on Newmont premises so as to avoid or minimize delay or interference with any other person or entity performing work or services, and (iv) keep Newmont premises clean and free of any debris and rubbish caused by the Services or delivery of the Goods and on completion of the Services or delivery of the Goods leave such Newmont premises clean and ready for use. Supplier shall be responsible for demobilization, job site cleanup and disposal of all residual materials in accordance with Laws and Newmont's policies and procedures. Supplier shall conduct an inspection of the work area with Newmont prior to Supplier's demobilization. Such demobilization, job site cleanup and disposal of all residual materials shall be at Supplier's cost and subject to the satisfaction of Newmont in its sole discretion. Without limiting the generality of the foregoing provision, if Supplier will be present in any high risk and/or sensitive areas, such as the refinery, carbon handling areas, leach preg ponds, refractory ore treatment plant, or any other area designated by Newmont as high risk and/or sensitive (collectively, "**High Risk Areas**"): (1) Supplier shall submit to Newmont's security department's investigating officer a list of Supplier's personnel assigned to work in the High Risk Area, which list shall include each individual's full name and date of birth; Newmont may use such information to obtain a criminal background check on such individuals, the cost of which shall be charged to, and paid by, Supplier; (2) each of Supplier's personnel shall report in person to Newmont's security department's investigating officer and may be required to show a driver's license or other government-issued identification, to be fingerprinted, and to sign a release form for security clearance purposes prior to commencement of any Services or delivery of the Goods; and (3) each of Supplier's personnel entering a High Risk Area shall be subject to a high tech metal detector and/or hand scanner detection search for the detection of metals prior to entering a High Risk Area and upon exiting the High Risk Area.

(b) Supplier hereby expressly acknowledges that (i) certain Newmont premises are operational mine sites, plant sites, exploration sites and/or laboratories which, in the normal course of business, contain certain physical conditions which are, by their inherent nature, dangerous, including blasting operations, open pits, high walls, heavy machinery, high-voltage electrical equipment, and other chemical and industrial hazards ("**Inherent Dangers**"), (ii) it has had the opportunity to undertake any desired investigation of such sites, and (iii) it is fully aware of and understands the risks associated with its performance of the Services at a site with Inherent Dangers and hereby assumes all such risks associated with the performance by Supplier of the Services or delivery of the Goods, and the presence of any Supplier invitees, at such a site to the extent the same are caused by any Inherent Danger (collectively, "**Assumed Risks**"). Supplier (a) discharges and releases Newmont from any and all losses of any nature whatsoever that Supplier or Supplier invitee claiming through Supplier, may have now or in the future as a result of Assumed Risks; and (b) covenants that Supplier shall not at any time in the future, directly or indirectly, commence or prosecute against any Newmont any Claim for losses incurred as a result of Assumed Risks; provided, however, that the foregoing release and covenant shall not apply with respect to losses to the extent caused by Newmont's gross negligence or willful misconduct.

4.9 ***Controlled Items.***

(a) While on Newmont premises (including in any Newmont owned or leased motor vehicles), Supplier Parties shall not (i) possess, sell, manufacture, dispense, or distribute any controlled substance, unauthorized prescription medication, or any other chemical substance that may affect an individual's mood, senses, responses, or motor functions, or may alter or affect a person's perception, performance, judgment, reactions, or senses, including alcohol and medical marijuana (collectively, "**Chemical Substances**"), (ii) consume or use any Chemical Substance, or (iii) possess any firearm. Any such individuals who exhibit behavior while on Newmont premises which gives rise to a reasonable suspicion of consumption or use of a Chemical Substance may be requested by Newmont to submit to one (1) or more Chemical Substance screening tests, to be conducted or otherwise arranged by Supplier and conducted at Supplier's sole expense. In such event, Newmont will request that the individual review and sign a waiver or consent to test document. An individual's refusal to sign such waiver or document or refusal to submit to any such screening test will be deemed admission by such individual of consumption or use of a Controlled Substance.

(b) At the request of Newmont, Supplier shall immediately remove from any job site and from participation in any aspect of the Services any of its or its subcontractor's or supplier's personnel that Newmont determines, in its sole, absolute, and non-reviewable discretion, pose a danger to the safety or health of those around them (including because of the individual's violation of the first paragraph of this section) or are otherwise unfit or incompetent to perform the Services.

(c) If requested by Newmont, Supplier shall conduct drug testing of its employees and agents, and ensure that its Subcontractors and, if they have personnel coming onto Newmont's Premises, its Suppliers conduct drug testing of their employees and agents, within one (1) month prior to initial admission of such personnel to Newmont premises for performance of the Services. Upon Newmont's request, Supplier shall provide to Newmont all appropriate documents showing that Supplier is in compliance with the requirements of this section.

4.10 ***Evacuations.*** It is possible that Newmont, in its reasonable discretion, may determine that an evacuation of any or all personnel from a Newmont worksite or other work location is necessary for health, safety, or any other reason (an "Evacuation"). Under such circumstances, Newmont generally employs the services of one (1) or more third party contractors ("**Evacuation Providers**") to carry out all aspects of the Evacuation. In such event, Newmont shall use reasonable, good faith efforts to notify Supplier of the impending Evacuation and, either at the request of Supplier or of Newmont safety personnel in the event of a safety emergency or at the request of Supplier, medical personnel, or Newmont health and safety personnel in the event of a medical emergency, Newmont shall use reasonable, good faith efforts to notify the Evacuation Providers of the presence of Supplier party personnel or invitees at the Site and direct Evacuation Providers to provide, at Supplier's sole expense, evacuation services (of a substantially similar type as that provided to Newmont's personnel) to Supplier party

personnel or invitees ("**Evacuation Services**"). Supplier hereby assumes all risks of and responsibility for any Losses (including damage (property or otherwise), injury, or death), excluding, however, any of the same to the extent caused by the gross negligence or willful misconduct of Newmont, to any Supplier party personnel or invitees based on or arising out of any Evacuation Provider's provision or lack of provision of Evacuation Services (collectively, "**Evacuation Injuries**"). Supplier (a) hereby discharges and releases Newmont and any Newmont Related Party from any and all Claims and Losses, of any nature whatsoever, that Supplier or any Supplier party or Supplier party's invitee claiming through Supplier may have now or in the future as a result of Evacuation Injuries, (b) covenants that Supplier shall not at any time in the future, directly or indirectly, commence or prosecute any action, suit, or other proceeding against Newmont and any Newmont Related Party related to the same, and (c) shall indemnify and hold harmless Newmont and all Newmont Related Parties from and against any and all third party Claims, and shall reimburse Newmont and all Newmont Related Parties for any and all Losses reasonably incurred by Newmont and all Newmont Related Parties in connection with investigating, mitigating or defending against any such third party Claims, which Claims or Losses are sustained or incurred by or asserted against any of them and arise out of, in connection with, or are based on allegations, whenever made, related to the Evacuation Services or Evacuation Injuries, excluding, however, any such Claims or Losses to the extent caused by the gross negligence or willful misconduct of Newmont. In addition, Supplier acknowledges that any and all Evacuation Services shall be provided at Supplier's sole cost and expense and Supplier shall be solely liable to Evacuation Providers for all such costs and expenses. If any Evacuation Providers charge Newmont for provision of Evacuation Services to Supplier party personnel or invitees, Supplier shall promptly, upon receipt of an invoice from Newmont, reimburse Newmont for the same. If such charge includes amounts due for services provided to non-Supplier party personnel/invitees, Supplier shall be responsible only for its pro rata share thereof (based on the number of Supplier party personnel and invitees evacuated in relation to all personnel evacuated).

4.11 ***Removal of Persons from Site.*** Newmont may give notice in writing requiring the Supplier to remove from the Site for any reason any persons providing the Services on behalf of the Supplier. Upon receipt of such notice, the Supplier shall, at its own cost, promptly arrange for the removal of such persons from work on the Services and their replacement with persons acceptable to Newmont. If the Supplier is unable to provide persons acceptable to Newmont, Newmont shall have the right to terminate the Agreement for Cause in accordance with section 7.4.

4.12 ***Service Warranties.*** In addition to and without limiting the Supplier's Goods, Services and Software warranty set out in section 8 hereof, and in addition to any other specific Service warranties and guarantees set forth in the Purchase Order, the Supplier represents, warrants and covenants to Newmont that (a) the Services will be performed to the standard of care, skill and diligence normally provided by competent professionals in their performance of services similar to the Services contemplated in the Purchase Order; (b) the Supplier will proceed diligently, continuously and expeditiously in accordance with accepted industry practices and standards to perform or cause to be performed the Services; (c) the persons performing the Services on behalf of the Supplier will not unreasonably interfere with Newmont's activities or the activities of any other person at the Site; and (d) the persons performing the Services on behalf of the Supplier have been properly trained with respect to occupational health and safety concerns associated with the Supplier's activities and the performance of the Services and are familiar with and compliant with Newmont's policies and procedures, including but not limited to the Lifesaving Rules and the Fatality Risk Management standard.

4.13 ***Employment Costs and Charges.*** Unless and except to the extent otherwise provided in the Purchase Order, the Supplier shall be responsible for paying and remitting or causing to be paid and remitted all costs and charges related to and arising from the performance of the Services, including all fees, wages, holiday pay, medical insurance payments, employment taxes, workers compensation assessments, workers insurance premiums and all other statutory deductions and benefits relating to persons performing the Services.

4.14 ***Withholding Tax.*** If the Supplier or any Supplier Related Party performing Services is not a resident of Canada, Newmont shall be entitled to withhold and remit to the Canada Revenue Agency (the **"CRA"**) an amount equal to fifteen percent (15%) of the gross amount paid to the Supplier for the performance of any Services rendered in Canada to Newmont (excluding disbursements accompanied by proper receipts) unless the Supplier or such Supplier Related Party has obtained from the CRA a waiver of such withholding tax or a reduction in the rate of such withholding tax. If the Supplier or any Supplier Related Party performing Services is not a resident of Canada, Newmont shall be entitled to withhold and remit to the Ministry of Revenue Québec (the **"MRQ"**) an amount equal to nine percent (9%) of the gross amount paid to the Supplier for the performance of any Services rendered in Québec to Newmont (excluding disbursements accompanied by proper receipts) unless the Supplier or such Supplier Related Party has obtained from the MRQ a waiver of such withholding tax or a reduction in the rate of such withholding tax.

4.15 ***Ownership and License to Use Intellectual Property.*** All records, reports, data, and other information, and all copies thereof and notes related thereto, prepared, generated, researched, developed, compiled, or obtained from any source whatsoever by or through Supplier in connection with performance of the Services, including drawings, sketches, specifications, tracings, diagrams, evaluations, calculations, data books, schedules, operating instructions, and requisitions (the "**Data**"), but specifically excluding any of the same which was in existence as of the date of the Agreement or which is independently developed after the date of the Agreement by Supplier, shall be promptly disclosed to Newmont and, without further consideration, shall be, to the extent legally possible, the property of Newmont and are hereby assigned by Supplier to Newmont. All right, title, and interest in and to all ideas, concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, innovations, and improvements conceived or reduced to practice, whether by Supplier alone or with others, in connection with performance of the Services (collectively, the "**Inventions**"), but specifically excluding any of the same which was in existence as of the date of the Agreement or which is independently developed after the date of the Agreement by Supplier, shall be owned by Newmont, and Supplier hereby sells, assigns, and conveys to Newmont any and all right, title, and interest of Supplier in and to the Inventions, and Newmont shall have the sole and exclusive right to pursue or not pursue patent protection or other forms of protection for the Inventions in the United States or

elsewhere. Supplier shall promptly disclose to Newmont full details concerning each Invention. All copyrightable subject matter prepared in connection with performance of the Services (but specifically excluding any of the same which was in existence as of the date of the Agreement or which is independently developed after the date of the Agreement by Supplier), whether by Supplier alone or with others, and all copyrights therein in Canada and other countries, shall be owned by Newmont. Each and every work and each and every contribution to a work prepared by Supplier in connection with performance of the Services that is eligible for copyright protection in Canada or elsewhere shall be a work made for hire. Notwithstanding the foregoing, Supplier hereby sells, assigns, and conveys to Newmont any and all right, title, and interest of Supplier in and to copyrights, including the right to make derivative works and all rights in relation to all mediums of expression now or hereafter known, to any and all works prepared in connection with performance of the Services, including any software, firmware, technical manuals, technical drawings, promotional materials, reports, and product and process specifications. Supplier shall deliver to Newmont a copy of each and every work eligible for copyright protection, and in the case of software and firmware, Supplier shall deliver to Newmont a copy of the source code and flowcharts reasonably demonstrating operation of the software or firmware. To the extent any deliverable provided to Newmont by Supplier pursuant to this Agreement contains any intellectual property other than Data or Inventions, Supplier hereby grants to Newmont and its Affiliates a non-exclusive, irrevocable, fully-paid, global license to use the same for the purpose of conducting Newmont's and its Affiliates' internal business operations. Supplier shall take such further actions, including execution of documents, as reasonably requested by Newmont, and at Newmont's expense, to effectuate the purpose and intent of this Agreement with respect to the rights, ownership, and interests of Newmont provided in this section 4.15, including cooperation with Newmont to prepare, file, and prosecute patent applications, to enforce patents, and to register and enforce copyrights, as well as to execute assignments, and other documents to establish or evidence Newmont's rights, ownership, and interests hereunder. Nothing in this Agreement shall be construed as limiting Supplier's ownership of or rights to use its basic know-how, experience and skills, and the experience and skills of its employees, whether or not acquired during performance of the Services, to perform services for any other party.

4.16 ***Licenses to Perform Services.*** The Supplier shall hold and keep in good standing and shall cause each Supplier Related Party performing Services to hold and keep in good standing in each applicable jurisdiction all licenses, permits, authorizations, registrations, exemptions, consents and approvals required to be held by the Supplier and each such Supplier Related Party under applicable Laws in order to perform the Services.

4.17 ***Services in British Columbia***. Before commencing performance of any Services in British Columbia, the Supplier shall deliver or cause to be delivered to Newmont a clearance letter issued by WorkSafe BC ("**WorkSafe**") confirming that the Supplier or, if the Services are to be performed by a Supplier Related Party, such Supplier Related Party is registered with WorkSafe and has an account in good standing with WorkSafe. Newmont shall have the right to retain holdbacks from any payments in respect of Services otherwise due to the Supplier, such holdbacks to be in amounts sufficient to cover the obligations of the Supplier and any Supplier Related Party with the WorkSafe until the Supplier or the Supplier Related Party has provided clearance certificates from the WorkSafe covering the periods in which the Services were performed.

4.18 ***Services in the Northwest Territories and/or Nunavut***. Before commencing performance of any Services in the Northwest Territories and/or Nunavut, the Supplier shall deliver or cause to be delivered to Newmont a clearance letter issued by the Workers' Safety & Compensation Commission (the "**WSCC**") confirming that the Supplier or, if the Services are to be performed by a Supplier Related Party, such Supplier Related Party is registered with the WSCC and has an account in good standing with the WSCC. Newmont shall have the right to retain holdbacks from any payments in respect of Services otherwise due to the Supplier, such holdbacks to be in amounts sufficient to cover the obligations of the Supplier and any Supplier Related Party with the WSCC until the Supplier or the Supplier Related Party has provided clearance certificates from the WSCC covering the periods in which the Services were performed.

4.19 ***Services in Yukon***. Before commencing performance of any Services in Yukon, the Supplier shall deliver or cause to be delivered to Newmont a clearance letter issued by the Yukon Workers' Compensation Health and Safety Board (the "**WCB**") confirming that the Supplier or, if the Services are to be performed by a Supplier Related Party, such Supplier Related Party is registered with the WCB and has an account in good standing with the WCB. Newmont shall have the right to retain holdbacks from any payments in respect of Services otherwise due to the Supplier, such holdbacks to be in amounts sufficient to cover the obligations of the Supplier and any Supplier Related Party with the WCB until the Supplier or the Supplier Related Party has provided clearance certificates from the WCB covering the periods in which the Services were performed.

4.20 ***Services in Ontario.*** Before commencing performance of any Services in Ontario, the Supplier shall deliver or cause to be delivered to Newmont a clearance certificate issued by the Workers Safety Insurance Board of Ontario (the **"WSIB"**) confirming that the Supplier or, if the Services are to be performed by a Supplier Related Party, such Supplier Related Party, is registered with the WSIB and has an account in good standing under the Workers Safety Insurance Act (Ontario) (the **"WSIA")**. Newmont shall have the right to retain holdbacks from any payments in respect of Services otherwise due to the Supplier, such holdbacks to be in amounts sufficient to cover the obligations of the Supplier and any Supplier Related Party under the WSIA until the Supplier or the Supplier Related Party has provided clearance certificates from the WSIB covering the periods in which the Services were performed.

4.21 ***Services in Québec.*** Before commencing performance of any Services in Québec, the Supplier shall deliver or cause to be delivered to Newmont sufficient evidence issued by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (the "**CNESST**"), confirming that the Supplier or, if the Services are to be performed by a Supplier Related Party, such Supplier Related Party, is registered with the CNESST and has an account in good standing with the CNESST and that all assessments, reassessments, compensation, indemnities, fines and penalties assessed by the CNESST have been paid. Newmont shall have the right to retain holdbacks from any payments in respect of Services otherwise due to the Supplier, such holdbacks to be in amounts sufficient to cover the obligations of the Supplier and any Supplier Related Party under the CNESST until the Supplier or the

Supplier Related Party has provided clearance certificates from the CNESST covering the periods in which the Services were performed. Should the Supplier or a Supplier Related Party be exempt from registration with the CNESST, a letter signed by the CNESST to that effect shall be delivered to Newmont.

4.22 ***Compliance with Laws.*** In performing the Services, Supplier shall comply with all applicable Laws, including labor and tax laws, laws addressing bribery and corruption, and laws addressing the preservation of health, safety, and the environment. Supplier warrants that all Services shall be in compliance with Environmental Laws. Supplier represents and warrants that prior to performance of Services under each Purchase Order, each Supplier Party that will perform Services at Newmont premises will be familiar with and knowledgeable about the Environmental Laws in the jurisdiction where the Services will be performed. Supplier shall at all times retain exclusive control over and shall be solely responsible for evaluation, implementation, and all other decisions relating to the Environmental Laws as they pertain to performance of the Services.

4.23 ***Open Site.*** Where Newmont's Site is an open site where contractors, subcontractors and suppliers providing goods or services may be union or non-union, the Supplier shall perform the Services and shall cause any Supplier Related Party performing Services to perform the Services in a manner so as to ensure that there is no work stoppage or other labour dispute and shall if so requested by Newmont obtain written agreements with any unions representing its employees that non-affiliation rights in any collective agreement will not be exercised in connection with the provision of the Services.

4.24 ***Cancellation.*** Any Services described in the Purchase Order may be cancelled by Newmont in whole or in part as provided in section 7.3 hereof.

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5. Price, Compensation, Change Orders and Payments

5.1 ***Price and Compensation.*** The Price to be paid for Goods and the Compensation to be paid for Services by Newmont to the Supplier shall be as set forth in the Purchase Order. The Price and Compensation shall remain in effect regardless of any changes in currency rates, revenue Laws, treasury regulations or tariffs, increases in the appraisal of the value of the Goods or Services by customs authorities of any country or other variables, unless otherwise provided in the Purchase Order. Such Prices and Compensation are inclusive of: (a) all charges for packaging, packing, insurance, equipment, materials or tools used in the delivery of the Goods and/or Services, as applicable; and (b) the cost of any miscellaneous services of any kind which are commonly provided with the Goods and any miscellaneous items of any kind which are commonly used or supplied in the performance of (and in conjunction with) the Services.

5.2 ***Change Orders.*** Without limiting the rights of Newmont under section 7.3, Newmont may modify a Purchase Order so long as such modification is given in advance of shipment of Goods or the performance of Services by the issuance of a Change Order. If modifications contained in the Change Order can reasonably be expected to necessitate an adjustment to the Price, Compensation or Delivery Schedule, as the case may be, the Parties shall endeavour to reach an equitable adjustment as soon as practicable so as not to adversely affect the Price, Compensation or Delivery Schedule. Unless otherwise agreed, the amount of any Price adjustment shall be equal to the amount of the increase or decrease in the costs incurred by the Supplier directly resulting from the Change Order. The Supplier will not implement and will not be compensated for any change that adversely affects Newmont, increases safety or security risks, increases the Price, Compensation or causes delays in Delivery Schedule, or will result in a breach of applicable Law, without Newmont's prior written consent specifically agreeing to such impact.

5.3 ***Amount of Payment.*** Payment of the Price for Goods and the Compensation for Services shall be made as specified in the Purchase Order. Any modification to the Price or the Compensation shall be of no force or effect unless processed through a Change Order signed by the Parties in accordance with section 5.2.

5.4 ***Taxes, Duties and Other Charges.***

(a) Other than taxes, levies, or duties assessed upon and attributable to Newmont under express provisions of controlling Laws or as otherwise specifically set forth herein, Supplier shall assume liability for and pay all taxes, levies, duties, and assessments of every nature due in connection with the Services performed or Goods delivered and revenues received under the Agreement, including all applicable (i) income, withholding, franchise, business privilege, and occupational taxes, (ii) sales, use, and related excise taxes imposed on the Services, Goods and Supplier's property, (iii) employment and payroll, unemployment, worker's compensation, and related taxes, (iv) ad valorem taxes imposed on Supplier's property and its employees' and agents' property, and (v) interest and/or penalties imposed with respect to any of the above. Without limiting the generality of the foregoing, Supplier accepts any and all withholdings that Newmont may be obligated to make, pursuant to Laws, from compensation payments to Supplier under the Agreement. If Supplier is exempt from any such withholding taxes, it shall make available to Newmont such documentation and other information as may be required by the applicable taxing authority in order to establish Supplier's exemption.

(b) Notwithstanding section 5.4(a), unless and except to the extent otherwise provided in the Purchase Order, the Supplier shall be responsible for remitting or causing to be remitted all taxes (including goods and services tax ("**GST**"), retail sales tax ("**RST**"), harmonized sales tax ("**HST**"), value added tax ("**VAT**"), Québec Sales Tax ("**QST**") or similar taxes or charges where applicable), duties, imposts or other charges relating to or arising out of any Agreement and the purchase and sale and delivery of the Goods to Newmont and the performance of any Services for Newmont. Newmont shall be responsible for any such taxes, duties, imposts or other charges, the Supplier shall provide Newmont with all necessary invoices, notifications and advices relating to such taxes, duties, imposts and other charges. If and to the extent that Newmont pays any taxes, duties, imposts or other charges payable by the Supplier, the Supplier shall reimburse such payment promptly upon request. Upon the request of Newmont, the Supplier shall provide all reasonable assistance to cause the benefit of any credit, rebate, drawback or other recovery to which Newmont is entitled to be passed along to Newmont.

(c) Supplier shall indemnify, defend, and hold harmless Newmont and its Affiliates, their respective officers, directors, employees, and agents, and the assigns of each of the foregoing from and against any and all Claims, and all Losses related thereto, incurred in connection with Supplier's failure to pay such taxes, levies, duties, and assessments as required in this section 5.4.

5.5 ***Customs and Regulatory Approvals.*** Unless otherwise provided in the Purchase Order, the Supplier shall obtain all customs approvals and permits and meet all other

regulatory requirements to permit the sale of the Goods to Newmont and delivery of the Goods to the Delivery Location, other than any customs approvals, permits or other regulatory requirements which by their nature can only be obtained by Newmont.

5.6 ***No Liens.*** Supplier must not and must not allow or permit any Supplier Related Party to assert any right to a Lien over the Site (or any other property of Newmont) or take any steps whatsoever to lodge or register a Lien over the Site (or any other property of Newmont) under, or in pursuance of, any applicable Law relating to Liens. If any Lien is lodged or registered against the Site or any other property of Newmont either prior to or after the termination or expiration of the Agreement by a Supplier Related Party, then the Supplier must, at its sole cost and expense, promptly vacate, discharge or otherwise cause that Lien to be removed and discharged.

5.7 ***Lien Holdbacks***. Newmont shall have the right to retain Lien holdbacks from any payments in respect of Goods or Services otherwise due to the Supplier in such amount and for such period as may be permitted or required in accordance with applicable Laws relating to Liens.

5.8 ***Delivery of Clearance Certificates.*** Before commencing to perform Services the Supplier shall deliver to Newmont any clearance certificates obtainable under applicable Laws relating to occupational health and safety. Newmont shall have the right to hold back from payment of Compensation for Services an amount equal to the greater of ten percent (10%) of the Compensation for such Services and the current rate from time to time for employer premiums under applicable Laws relating to workers safety insurance in the jurisdictions in which the Services are performed until final clearance certificates are provided.

5.9 ***Setoff.*** Newmont shall be entitled to set off any amount payable by Newmont under any Agreement Newmont may have with the Supplier against any financial obligations the Supplier may have to Newmont.

5.10 ***Invoices and Payment Terms.*** Unless otherwise provided in the Purchase Order, the Supplier shall invoice Newmont monthly on the basis of one (1) invoice per month. All invoices from the Supplier shall be delivered to the Accounts Payable Department of Newmont. Subject in each case to the requirements of sections 4.14, 5.7, 5.8 and 5.9, the payment date shall be calculated from the date an undisputed invoice is received by Newmont's Accounts Payable Department.

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6. Other Representations and Warranties

6.1 ***Representations and Warranties.*** Each Party to the Agreement represents and warrants to the other that:

(a) the Agreement has been duly authorized by all necessary procedures;

(b) the Agreement does not violate any provision of the Party's governing documents or any Laws applicable to such Party;

(c) the Agreement will not result in the breach of any agreement by which such Party is bound;

(d) the Party has the requisite power, capacity and authority to carry out all of its obligations under the Agreement; and

(e) as at the effective date of the Agreement, there are no, and there will not be any, material outstanding litigation, investigation, arbitration or other disputed matters to which the Party is a party which may have a material adverse effect upon the supply of the Goods or usage of the deliverables and the Services or the fulfillment of the Party's responsibilities and obligations pursuant to the Agreement. Without prejudice to the foregoing, during the Agreement term, the Supplier shall inform Newmont in the event that any material litigation, investigation, arbitration or other disputed matter occurs, or is likely to occur, which may have a material adverse effect upon the supply of the Goods or usage of the deliverables and the Services or the fulfillment of the responsibilities and obligations of the Supplier. For greater certainty, investigations related to the alleged violation of any applicable anti-bribery laws shall be considered a "material investigation" for the purposes of this section 6.1(e).

6.2 ***Representation and Warranties Regarding Human Rights.*** Supplier commits to respect human rights in line with the Universal Declaration of Human Rights ("**Human Rights**"). Supplier represents, warrants, and covenants to Newmont, as of the date hereof, and the date that each invoice is submitted to Newmont hereunder, that no violation of Human Rights exists in any of its or its Affiliates' own operations or, to its knowledge, within the operations of any of its or its Affiliates' subcontractors and vendors. If, during the Term, Supplier becomes aware of any breaches of this representation, it will promptly provide notice thereof to Newmont. Notwithstanding any other provision of these Agreed Standard Terms or the Agreement, Newmont may immediately suspend any Agreement in the event it should receive information which, in its sole discretion, it determines to be evidence of a breach by Supplier of any undertaking set forth above. In the event of receipt of such notice or evidence and/or such suspension, Newmont shall consult with Supplier and may thereafter immediately terminate the Agreement if Newmont, in its sole discretion, is reasonably satisfied that such a breach has occurred. In the event of such termination, Newmont shall have no liability to Supplier under the Agreement for any fees, reimbursements, or other compensation under the Agreement or for any other loss, cost, claim, or damage resulting, directly or indirectly, to Supplier from such termination, other than for Services already performed and/or Goods already delivered.

6.3 ***Representation and Warranties Regarding Anti-Bribery and Corruption.***

(a) Supplier represents, warrants and covenants to Newmont, as of the date hereof and the date that each invoice is submitted to Newmont, that in carrying out its responsibilities, neither Supplier, nor any of its equity holders, beneficial owners, partners, officers, directors, employees, agents, or representatives shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value: (A) to (1) any official or employee of any government, or any department, agency, or instrumentality thereof and any "foreign public official" as defined in the *Corruption of Foreign Public Officials Act* (Canada), (2) any political party or official thereof, or any candidate for political office, (3) any official or employee of any public international organization (as defined in 22 USC Section 288), or (4) any person acting in an official capacity for or on behalf of such government, department, agency, instrumentality, party, or public international organization, or "foreign state" as defined in the *Corruption of Foreign Public Officials Act* (Canada), in each case for the purpose of influencing any act or decision of such party, or of such official, employee or candidate in his official capacity, or inducing such official, employee, party or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, party or candidate, or securing any improper advantage, or inducing such official, employee, party or candidate to use his or its influence with a government or

instrumentality thereof to improperly or illegally affect or influence any act or decision of such government or instrumentality; or (B) to an officer, employee, agent, or representative of another company or organization, with the intent to influence or reward the recipient's action(s) with respect to his company's or organization's business, or to gain a commercial benefit to the detriment of the recipient's company or organization, or to induce or reward the improper performance of the recipient's duties.

(b) Notwithstanding any other provision of these Agreed Standard Terms or any Agreement, Newmont may immediately suspend these Standard Terms and Conditions and any Agreement in the event it should receive information which, in its sole discretion, it determines to be evidence of a breach by Supplier of any undertaking above. In the event of receipt of such evidence and/or such suspension, Newmont shall consult with Supplier and may thereafter immediately terminate any agreement with Supplier if Newmont, in its sole discretion, is reasonably satisfied that such a breach has occurred. In the event of such termination, Newmont shall have no liability to Supplier under these Agreed Standard Terms or any Agreement for any fees, reimbursements, or other compensation under these Agreed Standard Terms or for any other loss, cost, claim, or damage resulting, directly or indirectly, to Supplier from such termination, other than for Services already performed and/or Goods already delivered.

6.4 Supplier acknowledges having reviewed Newmont's Code of Conduct and Newmont's Supplier Code of Conduct, each of which is available under the Governance and Ethics section of the About Us tab at www.Newmont.com and, when Supplier is engaged in activities on Newmont's behalf, Supplier shall abide by the principles expressed in Newmont's Code of Conduct, to the extent applicable. Supplier shall comply with Newmont's Acceptable Technology Use Standard if, in the course of performing the Services or supplying the Goods, Supplier has access to Newmont's information technology equipment or systems.

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7. Correction of Errors, Cancellations and Termination for Cause.

7.1 ***Correction of Errors***. If the Supplier fails to deliver any Goods or perform any Services within the deadlines specified in the Purchase Order or to provide Goods or perform Services in accordance with the specifications set out in the Purchase Order or the specifications and requirements provided by Newmont's contact person at the Site, then Newmont may, at its option, without limitation: (a) extend the delivery period or allow a correction to be made; (b) suspend Newmont's obligations under the Agreement until the failure to deliver is addressed to Newmont's reasonable satisfaction or the error is corrected; (c) terminate the Agreement for Cause under section 7.4; or (d) return and request refund or re-performance in accordance with the Supplier's Standard Goods, Services and Software Warranty set out in section 8.

7.2 ***Suspension of Payment.*** Without limiting Newmont's other rights and remedies under the Agreement, Newmont may suspend any payment in whole or in part if the Supplier has not performed its obligations under the Agreement. If Newmont exercises its rights under this section 7.2, the Supplier shall continue to perform its obligations under the Agreement unless Newmont otherwise agrees in writing.

7.3 ***Termination for Convenience***. Newmont may immediately terminate the Agreement at any time, for its convenience, by giving notice of the same to Supplier, which notice shall specify the effective date of termination (the "**Termination for Convenience Date**"). Upon Supplier's receipt of any such Notice (the "**Termination for Convenience Notice Date**"), Supplier shall, unless the notice requires otherwise, (A) promptly discontinue work on applicable Goods as of the Termination for Convenience Notice Date, and on applicable Services as of the Termination for Convenience Date; (B) place no further orders for Goods covered by the terminated documents; (C) promptly make reasonable efforts to either obtain cancellation on terms satisfactory to Newmont of all orders to sub-suppliers for Goods or assign those orders to Newmont; and (D) assist Newmont, at Newmont's expense and upon Newmont's request, in the maintenance, protection, and disposition of Goods already acquired by Newmont under the Agreement. Upon termination for convenience by Newmont, Supplier shall be paid: (I) the unit Price for each item of Goods for which title has passed to Newmont in accordance with the provisions of section 3.5 above, prior to the Termination for Convenience Date; (II) Supplier's actual costs incurred for Goods in the process of manufacture as of the Termination for Convenience Notice Date, including unused materials and castings, which are identified to and being manufactured or fabricated specifically and solely as a result of the Agreement, if any; and (III) for the applicable Services performed and related allowable expenses incurred by Supplier through the Termination for Convenience Date. Notwithstanding the foregoing: (a) Newmont shall not be liable for any Goods which Newmont can show, to Supplier's reasonable satisfaction, do not conform to the warranties or specifications in the Agreement; (b) Newmont shall not be liable for any Services which Newmont can show, to Supplier's reasonable satisfaction, do not conform to the warranties or specifications in the Agreement, and (c) the amount payable by Newmont shall not exceed the total Price of Goods or Compensation for Services specified in the Purchase Order less any payments previously made thereon by Newmont and shall not, in any event, include any consideration for loss of anticipated profits on the terminated portion of Goods or Services. Supplier shall invoice Newmont for the foregoing allowable charges in accordance with the requirements set forth in the Agreement and Newmont shall pay Supplier within 30 days of its receipt of a correct invoice.

7.4 ***Termination for Cause.*** The Agreement may be terminated by a non-breaching Party for Cause. **"Cause"** means (a) a material breach of the Agreement; (b) if a Party (deemed for purposes hereof to be the breaching Party) is adjudged insolvent, proposes a compromise or arrangement to its creditors generally, files for protection from its creditors under any applicable bankruptcy or other Laws for the administration of insolvent estates, files or has filed against it any proceedings to have it declared bankrupt, takes or has taken against it any proceedings to have it wound up, or files or has filed against it any proceeding to have a receiver appointed over any of its assets; (c) prolonged force majeure in accordance with section 10.1; (d) Newmont has reasonable grounds for believing that the Supplier is in breach of its obligation to comply with applicable Laws as required by the Agreement; (e) the Supplier is found by a governmental authority or a competent court to be guilty of money laundering, breaching any Law relating to bribery, corruption or offering inducements, or in breach of any other applicable Law; or (f) breach of the representations, warranties and covenants in sections 6.2 and 6.3. No termination by Newmont or the Supplier for a material breach of the Agreement shall be effective

unless, within fifteen (15) days after receipt by a Party of the other Party's notice specifying such material breach, the receiving Party shall have failed to cure such specified material breach to the reasonable satisfaction of the non-breaching Party. Termination of the Agreement in accordance with this section 7.4 shall be without cost or liability to the Party so terminating, and shall not prejudice or affect any right of action or remedy which will have accrued to any Party up to and including the date of such termination.

7.5 ***Obligations Upon Termination***. Any right or obligation of a Party based on either performance or a breach of the Agreement prior to the effective date of termination of the Agreement shall survive the termination. Without limiting the scope of the preceding sentence, if Goods have been ordered by Newmont prior to a notice of termination given by the Supplier, then at the option of Newmont, the Terms of the Agreement shall govern until final delivery, inspection and acceptance of the Goods and the Supplier shall (a) ensure that any Purchase Orders outstanding on the effective date of termination are timely filled; and (b) remove from the Site all equipment and materials owned by the Supplier. If the Goods are being sold to Newmont on the basis of instalment deliveries and Newmont has the right to terminate the Agreement as provided in section 7.3, the termination of the Agreement shall apply to all instalments not delivered prior to the effective date of termination.

8. Supplier's Goods, Services and Software Warranty

8.1 ***Goods and Services Warranty.*** The Supplier warrants that Goods (excluding Software, which is warranted as specified in section 8.3 below) shall strictly conform to any specifications set out in the Purchase Order and the requirements of the Agreement and shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship and shall strictly conform to the specifications set out in the Purchase Order and the requirements of the Agreement. The warranty remedy period (the "**Warranty Remedy Period**") for Goods (excluding Software, spare parts and refurbished or repaired parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of acceptance of Services.

8.2 ***Goods and Services Remedy.*** If a nonconformity to the foregoing warranty is discovered in the Goods or Services during the applicable Warranty Remedy Period, as specified above, the Supplier shall, at Newmont's election, either (i) repair or replace the nonconforming portion of the Goods or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Goods or Services. If any portion of the Goods or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to the Supplier promptly after discovery and within the original Warranty Remedy Period applicable to such Goods or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, the Supplier will repair or replace such nonconforming Goods or re-perform the nonconforming Services.

8.3 ***Software Warranty and Remedies.*** The Supplier warrants that, except as specified below, the Software will, when properly installed, execute in accordance with the Supplier's published specification and any other specifications set out in the Purchase Order. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of installation and written notice of such nonconformity is provided to the Supplier promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, the Supplier shall correct the nonconformity by, at its option, either (i) modifying or making available to Newmont instructions for modifying the Software; or (ii) making available at the Supplier's facility necessary corrected or replacement programs. Except as set out in manuals or other documentation associated with the Software, the Supplier does not warrant that the functions contained in the software will operate in combinations which may be selected for use by Newmont. The Supplier warrants that as of the time of delivery of the software products or performance of the Services, the deliverables and the Services do not contain any computer virus, computer worm, Trojan horse, authorisation key, licence control utility, software lock or any similar coding.

9. Insurance

9.1 During the Term and for such additional period(s) of time as required herein, Supplier shall have in effect the following insurance coverages:

(a) Worker's Compensation and Employer's Liability Insurance, covering all claims by or in respect of the employees of Supplier providing:

(i) Coverage for the statutory limits as required by applicable Laws;

(ii) Sufficient endorsements to extend the full policy coverage to all areas in which operations, delivery of Goods and Services are to be conducted hereunder (including if applicable, international operations); and

(iii) Employer's Liability Insurance with minimum limits of $1,000,000 for all personal injuries and death in one (1) accident.

(b) Commercial and General Liability Insurance with a limit of not less than $5,000,000 for each occurrence and $5,000,000 in annual aggregate. This Commercial General Liability Insurance shall include:

(i) Where an exposure exists, explosion, collapse and underground (XCU) coverage; and

(ii) Cross-liability coverage. If Supplier's liability policy(ies) does not contain a separation of insured provision, it shall be endorsed to provide cross-liability coverage.

Sections 9.1(c) through 9.1(g), below, apply only if applicable, as specified within the language of each such section.

(c) Automobile Liability Insurance, covering owned, non-owned and hired vehicles which either are used by Supplier on Newmont premises or are otherwise used in the performance of the supply of the Goods or Services, covering bodily-injury and property damage, with a combined single limit of not less than $5,000,000 for each occurrence.

(d) Comprehensive Aircraft Liability Insurance, if any of the supply of the Goods or Services involved use of a chartered or private aircraft, carried by Supplier or, if Supplier is not the owner of the aircraft, by the aircraft owner, including Passenger Liability without any seat limitation, with limits of not less than $4,000,000 per seat, combined single limit for bodily injury and property damage, per occurrence.

(e) Professional Indemnity/Errors and Omissions Liability Insurance, for any of the Services which involve medical, legal, accounting, engineering, or similar types of professional services which are typically insurable under professional indemnity policies, covering liability for financial loss or damage due to an act, error, omission, breach of duty, or negligence resulting from errors or omissions in the delivery of professional services with a minimum limit per event of $5,000,000.

(f) Medical, Accident, and Travel Insurance, covering all Supplier if Supplier personnel will travel, in connection with performance of the Services, outside of the individual's country of residence or to any mine site or exploration site, including coverage of any cost associated with comprehensive emergency medical evacuation, treatment, and repatriation, including repatriation of mortal remains and any costs related thereto. In the alternative, Supplier may choose not to obtain the insurance required by this section 9.1(f), in which event, Supplier shall indemnify, defend and hold harmless each of Newmont and any Newmont Related Party against and from any and all Claims and Losses incurred in connection with Supplier personnel traveling, in connection with the performance of the Services, outside of the individual's country of residence or to any mine site or exploration site; provided, however, that the foregoing indemnification shall not apply to the extent such Claim or Loss arises out of or is caused by Newmont's negligence or willful misconduct.

(g) Marine Hull and Protection & Indemnity Insurance, if Supplier is chartering a vessel in connection with the performance of the Services, for full loss or damage coverage of not less than the value of the vessel in use. All chartered vessels must be members of the International Protection & Indemnity Association Group.

9.2 If Supplier is performing procurement Services under this Agreement, unless Supplier is otherwise directed by Newmont, Newmont shall arrange Marine Transit and/or Inland Transit Insurance coverage that insures all materials and equipment procured on Newmont's behalf that are transported by air, sea, or land from any place in the world to the site at which the Services are being performed or other approved point of delivery. If directed by Newmont, Supplier shall obtain such insurance.

9.3 Supplier shall deliver to Newmont, at least five (5) business days prior to commencement of the Services or commencement of the supply of the Goods, certificates of insurance for all of the above required insurance policies containing the following:

(a) Evidence that coverage is on an occurrence, not claims made, basis (not required for Professional Indemnity/Errors and Omissions Liability Insurance);

(b) Evidence that Newmont is listed as an additional insured or has its interest noted on the insurance policy with respect to the Commercial General Liability insurance, Automobile Liability insurance, and Comprehensive Aircraft Liability insurance and that Newmont Corporation is listed as an additional insured or has its interest noted on the insurance policy with respect to Comprehensive Aircraft Liability Insurance;

(c) A statement that the insurance provider has waived subrogation rights with respect to Newmont (not required for Professional Indemnity/Errors and Omissions Liability Insurance);

(d) A statement that the policy will not be materially changed or canceled without at least thirty (30) days prior written notice, by registered or certified mail, to Newmont.

9.4 The effecting of the insurance set out herein shall not in any way limit, alter, or affect the liability and obligations of Supplier under any Agreement.

9.5 Notwithstanding anything herein to the contrary, any policies written on a claims made basis must provide cover in respect of claims arising out of any Agreement or these Agreed Standard Terms for at least 5 years from the expiration or termination of the Agreement.

9.6 In the event that Supplier is permitted to subcontract any of the Services or the supply of the Goods, Supplier shall require the types and limits of insurance coverage set forth in this section (or such other coverage as may be acceptable to Newmont) from such subcontractors and shall require and ensure that such subcontractors certify insurance coverage to Newmont prior to commencement of any Services or supply of Goods. In the event that any third party supplier is going to go onto Newmont premises in connection with the Services or supply of the Goods, Supplier shall require the types and limits of insurance coverage for Worker's Compensation and Employer's Liability Insurance, General Commercial Liability Insurance and Automobile Insurance set out in this section (or such other coverage as may be acceptable to Newmont) from such third party supplier and shall require and ensure that such third party suppliers certify insurance coverage to Newmont prior to commencement of any Services or supply of the Goods.

9.7 Supplier shall effect all insurance policies required under this section with insurance providers that have a Best rating of B+ XII (or equivalent) or better. Should any insurance company which is providing insurance required by any Agreement or these Agreed Standard Terms fall below a Best B+ or XII (or equivalent) rating, Supplier shall promptly give notice to Newmont and, as soon as practicable, effect coverage with another insurance provider that has a Best rating of B+ XII (or equivalent) or better.

9.8 Supplier may insure or self-insure its own tools, plant and equipment as it deems appropriate. Whether Supplier insures of self-insures such tools and equipment, Supplier hereby releases from liability, and waives all rights of recovery (including rights of subrogation) from and against each of Newmont and any Newmont Related Party for all loss or damage to such tools and equipment irrespective of the theory upon which any claim is brought. Supplier shall include in all subcontracts a provisions equivalent to this section affording Newmont a release from and waver of liability for loss or damage to a subcontractor's tools and equipment.

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10. Force Majeure

10.1 ***Force Majeure.*** No Party shall be liable for any delay or non-performance, other than for non-payment of money, resulting from acts of God, labour disturbances, strikes and lockouts, casualty, severe weather conditions, war, riots, acts of a public enemy or terrorist, civil disorder, earthquakes, insurrections, freight embargoes, custom delays at the port of shipment or destination, unforeseeable and irresistible event or other condition or occurrence of a similar nature beyond the Party's reasonable control, *provided that* such delay or non-performance could not have been prevented by reasonable precautions (including back-up systems) and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means (such event, a "**Delay**"). If performance is delayed, prevented, restricted, or interfered with by a Delay: (a) the Party whose performance is Delayed (the "**Delayed Party**") shall give prompt written notice to the other Party of the event and shall be excused from

performance to the extent Delayed; provided, however, that the Delayed Party shall take reasonable steps to avoid or remove such causes of non-performance and shall resume performance whenever and to the extent such causes are removed; and (b) if it appears that a scheduled time for delivery of Goods or performance of the Services shall be Delayed for more than twenty (20) days, such Delay will be deemed to cause the other Party unreasonable hardship, and the Party receiving notice of the Delay shall have the right to terminate, by written notice to the Delayed Party, shipments of any portion of the Goods to be delivered or Services to be performed which have been so Delayed and Newmont shall have the further right to terminate the Agreement with respect to any Goods to be delivered or Services to be performed which have been so Delayed.

11. Notices

11.1 ***Notices***. All notices or other communications which are required or permitted to be given to the Parties under the Agreement shall be sufficient in all respects if given in writing and delivered in person or by electronic mail, facsimile, courier or certified mail, postage prepaid, return receipt requested, to the receiving Party at the address shown in the applicable Purchase Order or to such other address as the receiving Party may have given to the other Party by notice in writing. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or facsimile, or on the delivery or refusal date as specified on the return receipt in the case of certified mail or on the tracking report in the case of delivery by courier.

12. General Provisions

12.1 ***Confidential Information.*** Supplier, for itself and on behalf of each Supplier Related Party and their respective assigns, agrees (A) to treat as confidential and proprietary, (B) not to disclose to others, and (C) not to use, except for purposes of performing the Services or supplying the Goods, without the express prior written consent of Newmont, which consent may be withheld for any reason whatsoever, any information, whether verbal or written, of any description whatsoever (expressly including any technical information, experiments, or data) regarding plans, programs, plants, processes, products, minerals, real property interests, costs, equipment, operations, or customers of Newmont or its Affiliates, or which has been expressly identified by Newmont as being confidential in nature, that may come within the knowledge of Supplier or any Supplier Related Party in the performance of this Agreement, including all Data and Inventions (collectively, "**Confidential Information**"). Supplier shall take all necessary precautions, contractual and otherwise, to prevent unauthorized disclosure or use of Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that: (I) is, or shall have been, in the possession of Supplier and not subject to a confidentiality obligation prior to disclosure thereof to Supplier in connection with the Agreement; (II) through no act or omission of Supplier becomes published or otherwise available to the public under circumstances such that the public may utilize the same without any direct or indirect confidentiality obligation to Newmont or its Affiliates; or (III) is acquired by Supplier from any third party rightfully possessed of the same and having no direct or indirect confidentiality obligation to Newmont or its Affiliates, with respect to the same; provided, however, that the foregoing exceptions shall not apply with respect to personally identifiable information regarding the employees or agents of Newmont or any of its Affiliates or contractors (other than Supplier). All Confidential Information shall be delivered to Newmont upon the termination or expiration of the Agreement, or at any other time upon Newmont's request. Supplier shall not retain copies of Confidential Information without Newmont's express written authorization. Notwithstanding the foregoing, Supplier may retain one archival hard copy of the Confidential Information for such period of time that Supplier normally retains archival hard copies, and such hard copy shall remain subject to this section 12.1 until it is destroyed. In addition, if Supplier's computer system automatically retains back-up copies of Confidential Information, Supplier may retain such copies in Supplier's archival computer storage for the period of time that Supplier normally archives backed-up computer records, and such computer copies shall remain subject to this section 12.1 until they are destroyed or erased. Supplier acknowledges that Newmont's Confidential Information is an important asset of Newmont and/or its Affiliates and that there is not an adequate remedy at law for a breach of this section 12.1 and Newmont and/or its Affiliates will suffer irreparable harm as a result of such a breach. Therefore, Supplier agrees that Newmont and/or its Affiliates, as applicable, shall be entitled to equitable relief, including temporary and permanent injunctive relief without the obligation of posting bond (cash or otherwise), in the event of actual or threatened disclosure or use of Confidential Information in breach of this section 12.1. For purposes of this Agreement, "Personal Data" means information regarding any individual (whether an employee or agent of Newmont, its Affiliates, or contractors of it or its Affiliates, or other individuals) recorded in any format, which is obtained by Supplier in connection with the Agreement and that identifies or could identify an individual personally, either by itself or together with other information, including demographic information such as name, sex, age and contact information, financial information such as taxpayer identification numbers and bank account information, and health information such as medical records and insurance claims. Supplier shall, for as long as it has possession of any Personal Data, maintain reasonable security procedures and practices that are both (1) appropriate to the nature of the Personal Data, and (2) reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure, or destruction. For purposes of this Agreement, Supplier is the processor and Newmont is the controller of any Personal Data. Without limiting the generality of the requirements in this section 12.1, if Supplier has any Confidential Information or other data owned by Newmont or any Newmont Affiliate (collectively, "**Sensitive Information**") on Supplier's information technology systems, Supplier shall, for as long as any Sensitive Information resides on Supplier's information technology system: (i) employ industry-standard firewall and encryption protection for its information technology systems, and (ii) use commercially reasonable efforts to scan its information technology system for viruses and malware and promptly mitigate the effects of any viruses or malware detected. Supplier immediately shall notify Newmont if it becomes aware, or has reason to believe, that any breach of this section 12.1 has occurred, that any unauthorized access to or use of, or any security breach relating to or otherwise affecting, any Sensitive Information has occurred, or that any person who has had access to Sensitive Information has violated or intends to violate the terms of the Agreement. Supplier shall, at its

own expense, cooperate with Newmont in investigating and responding to the foregoing.

12.2 Export Control.

(a) Supplier shall notify Newmont in advance if any item or information to be provided to Newmont by Supplier under or otherwise in connection with the Agreement is subject to the United States', Canada's, or any other country's export control Laws and, upon Newmont's request, shall provide Newmont with all information Supplier has which relates to the export controls applicable to such item or information (e.g., information relating to applicable jurisdiction and classification determinations). Notwithstanding any obligation to the contrary which may be otherwise associated with any Incoterm that is applicable thereto, for all international deliveries of items and information by Supplier under the Agreement, Supplier shall be the exporter of record and shall comply with all export control Laws relating thereto. Without limiting the generality of the foregoing sentence, for all such international deliveries, Supplier shall be responsible for reviewing and classifying such items and information under the export compliance Laws for all applicable countries of export, for determining whether an export license is required for each international delivery and/or whether any export license exception applies thereto, for obtaining all such required export licenses, and for all export reporting (e.g., EEI in AES for U.S. exports) and any other requirements to effect export clearance. Notwithstanding any contrary "ship to" address listed in any applicable Purchase Order or use by Newmont of a freight forwarder, Supplier acknowledges that the ultimate delivery destination of any items or information provided by it hereunder is Canada.

(b) Supplier acknowledges that, as a controlled subsidiary of Newmont Corporation, Newmont is subject to Newmont Corporation's U.S. Export Compliance Standard which prohibits Newmont from receiving any items or information originating in any of the following countries: The Crimea Region of Ukraine, Cuba, Iran, North Korea, Sudan, Syria. Supplier represents and covenants that none of the items or information to be provided to Newmont pursuant to any Agreement will originate in any of such countries. Nothing in these Agreed Standard Terms or any Agreement shall require Newmont to commit an act or omission that contravenes the Laws of Canada.

12.3 Use of Newmont Name and Public Announcements. The Supplier shall not use and shall ensure that no Supplier Related Party uses the name of Newmont Corporation or any of its Affiliates in any sales promotion, advertising or other publication without Newmont's prior written consent. Supplier shall not make news or media releases or issue other advertising pertaining to any Agreement or otherwise referencing the name or logo of Newmont or any of its Affiliates without first obtaining the written approval of Newmont.

12.4 Assignment. The Agreement may not be assigned by the Supplier in whole or in part without the prior written consent of Newmont, which consent may in Newmont's absolute discretion be withheld. Unless otherwise agreed by the Parties in writing, the Supplier shall remain liable to Newmont in the event that a permitted assignee cannot perform its obligations hereunder.

12.5 Relationship between Parties. Nothing contained in the Agreement shall be construed as creating a joint venture or partnership or employment or fiduciary relationship between the Parties to the Agreement. No Party shall have the power to control the activities or operations of the other Party, and their status shall at all times be that of independent contractors. No Party shall hold itself out as having any authority or relationship in contravention of this section. Nothing in the Agreement shall entitle the Supplier or Supplier Related Parties to receive the benefits (including but not limited to medical, life, accident or disability insurance, pensions, unemployment or workers' compensation or profit sharing plans) received by employees of Newmont or Newmont Related Parties, or otherwise require Newmont or Newmont Related Parties to pay, in respect of Supplier Related Parties, any income taxes or social security or similar or related contributions.

12.6 Sustainability & Social Responsibility. Supplier understands that Newmont is committed to conducting all of its mining operations and related activities in an environmentally and socially responsible manner. To that end, Supplier shall make all commercially reasonable efforts (i) to perform the Services and/or deliver the Goods in a manner aligned with such principles, including the use of pollution-controlled equipment and facilities, if and as applicable, (ii) to assess the potential impact of its activities on local communities and, when applicable, to integrate mitigation measures into its work plans, including ensuring that such measures are appropriately budgeted, (iii) to timely address third party complaints received by it in connection with any work or goods provided hereunder (including from employees, subcontractors, suppliers, and local community members), (iv) to identify opportunities that incorporate local procurement and employment, and (v) to the extent involving activities conducted for or on behalf of Newmont, to coordinate engagement with local community stakeholders through Newmont's site-level Social Responsibility department.

12.7 Audit.

(a) Supplier shall maintain a copy of records and documentation related to all Goods and Services, including correspondence, directions, subcontracts, and associated Change Orders, document submittals, test records and orders, meeting minutes, transmittals, plans, drawings, specifications, books, accounts, accounting records, receipts, vouchers and other memoranda of any description related to this Agreement (collectively "**Purchase Order Documentation**"). With respect to accounting records, Supplier shall maintain a true, correct, and complete set of records, including books and accounts, prepared in accordance with generally accepted accounting principles consistently applied, relating to the costs and, if reimbursable, expenses for which Supplier seeks compensation or reimbursement under this Agreement, including time expended by Supplier and payments to any subcontractors and suppliers or as may otherwise be necessary for proper financial management under this Agreement, as well as all other records relating to the Goods or Services which may be required by applicable legal requirement (e.g., hazardous material handling records). Such records shall be made available to audit, inspect, and copy by Newmont or its designated representative, upon 24 hours' prior Notice, and during business hours (8:00 a.m. to 5:00 p.m. where the records are kept); provided, however, that Newmont shall not have audit rights into any fixed rates, agreed-upon percentage multipliers or lump sum amounts. Upon termination or expiration this Agreement, and at Newmont's request, Supplier shall deliver, as a condition precedent to final payment, all Purchase Order Documentation requested by Newmont within 30 days after receiving Newmont's request.

(b) Upon Newmont's request, Supplier promptly shall provide Newmont with information relating to Supplier's processes and activities that may pose a

reputational risk to Newmont in order to allow Newmont to conduct an audit of the same, and shall allow Newmont reasonable access to its personnel and facilities in connection with such audit. All information obtained by Newmont pursuant to such audit shall be subject to reasonable confidentiality requirements, if so requested by Supplier

12.8 ***Risk Management.*** Supplier shall participate in all reasonable contract performance management activities that may be requested by Newmont (for example: operational review meetings, contract review meetings, key performance indicator discussions, etc.), with the grade level of involved personnel (e.g., executive, manager, or other) and the nature and frequency of such activities to be as reasonably determined by Newmont. To the extent risks are reasonably identified by Newmont in connection with any such management activities (including as a result of information provided by Supplier to Newmont on Newmont's risk control assessment form), Supplier promptly shall implement and actively manage the mitigations activities requested of it by Newmont in connection with managing such risks.

12.9 ***Further Assurances.*** The Parties to the Agreement shall cooperate fully with each other and execute such further instruments, documents, and agreements and shall give such further written assurances as may be reasonably requested by the other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of the Agreement.

12.10 ***Amendments.*** The Agreement may not be modified or amended except by an instrument in writing (including Change Orders) signed by the Supplier and Newmont.

12.11 ***Severability.*** If any of the provisions of the Agreement shall for any reason be held void or unenforceable, the remaining provisions shall remain in full force and effect.

12.12 ***Governing Law.*** Unless the Parties to the Agreement otherwise agree in writing, (a) the Agreement shall be governed by and construed in accordance with the Laws of Ontario and the Laws of Canada applicable therein. The Parties voluntarily submit to the non-exclusive jurisdiction of the courts of Ontario situated in Toronto, Ontario.

12.13 ***United Nations Convention.*** The United Nations Convention on Agreements for the International Sale of Goods, or any amendment thereto, (the **"Convention"**) shall not apply to any Agreement. If the Convention is incorporated by reference as a Law of any jurisdiction, then to the extent permitted under the Laws of such jurisdiction the Convention shall not apply to any Agreement.

12.14 ***Waiver.*** The failure of one (1) Party to insist upon the strict performance of any provision of the Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of the Agreement or limit that Party's right thereafter to enforce any provision or exercise any right.

12.15 ***Remedies.*** Except as otherwise expressly provided in the Purchase Order, the rights, powers and remedies of each Party shall be cumulative. Without limiting any other remedy available at law or in equity, if the Agreement is breached, injunctions, restraining orders, specific performance and other forms of equitable relief shall be available in the discretion of the court.

12.16 ***Survival of Terms and Conditions.*** The provisions of sections 1, 2, 3.9, 3.10, 4.12, 4.15, 5, 6, 7, 8, 9 and 12 and any other provisions which by their nature ought to survive termination or expiration, will survive termination or expiration of the Agreement, however and whenever occurring.

12.17 ***Parties Bound by Agreement***. Each Agreement is binding upon the Parties thereto and upon their respective heirs, executors, administrators, successors and permitted assigns.

12.18 ***Language.*** The Parties hereto have expressly required that each Agreement and all documents and notices relating thereto be drafted in the English language. Les Parties conviennent et exigent expressément que cette convention et tous les documents qui s'y rapportent soient rédigés en anglaise.

12.19 ***Intellectual Property Indemnity.*** Supplier warrants, represents, and covenants to Newmont that all Goods, the sale thereof by Supplier to Newmont, the use thereof by Newmont or any Newmont Related Party, the performance of the Services, the use by Supplier of materials, methods, products, or equipment in performing the Services, and Newmont's use of any materials, methods, products, or equipment provided to Newmont by Supplier in connection with the Services do not and will not infringe, directly or indirectly, on any Third Party Rights, or cause Newmont or any Newmont Related Party to be liable for any fees or royalties arising under any Third Party Rights. Supplier shall, at its sole cost and expense, indemnify, defend, and hold harmless Newmont and any Newmont Related Party from and against any and all Claims of infringement or violation of any Third Party Rights and all Losses related thereto arising with respect to any Goods, the sale to or use thereof by Newmont, the performance of the Services, the use of materials, methods, products or equipment in performance of the Services by Supplier or a Supplier Related Party, or Newmont's use of any materials, methods, products, or equipment provided to Newmont by Supplier in connection with the Services. In the event Goods or any part thereof are alleged to infringe or violate any Third Party Rights, at Newmont's request, Supplier either shall obtain, at its sole cost and expense, an irrevocable, license-free license for Newmont or any Newmont Related Party, as applicable, to legally use such Goods on the same terms and conditions under this Agreement, shall modify such Goods to be non-infringing but with equivalent functionality and performance, or shall replace such Goods with other non-infringing Goods with equivalent functionality and performance; provided, however, that such license, modification, or replacement shall in no way amend or relieve Supplier of its warranties and obligations set forth in this Agreement.

12.20 ***General Indemnities.*** To the fullest extent permitted by applicable Law, Supplier shall indemnify, defend, and hold harmless Newmont and Newmont Related Parties against and from any and all Claims and Losses, including (i) injury, bodily or otherwise, to or death of persons, (ii) damage to or destruction of property belonging to Supplier, Newmont, or others, (iii) violation of any Laws, and (iv) environmental liabilities to the extent the same arises out of or are caused by Supplier's breach of this Agreement or any Supplier Related Party's acts, omissions, or performance of the Services or supply of the Goods.

12.21 ***Dispute.*** If the Parties have a dispute relating to the Agreement, then either Party may give written notice of the dispute to the other Party, in which case the Parties shall use commercially reasonable efforts to negotiate a resolution to the dispute. If the dispute is not resolved within five (5) business days after delivery of the above notice, then the dispute shall be referred to and exclusively resolved with finality by arbitration administered by a single arbitrator under the *Arbitration Act, 1991* (Ontario). Notwithstanding the foregoing, a Party may apply to a court of competent jurisdiction for

interim protection or equitable relief such as an interlocutory or interim injunction. The place of arbitration shall be Toronto, Ontario. The arbitrator must be qualified with respect to the matter in dispute and must not be related to either Party. The Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary for the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. Any documents marked "without prejudice" and exchanged in an effort to negotiate a settlement to the dispute shall not be admitted as part of the arbitration. The Parties shall continue performing their obligations under this Agreement during the dispute resolution or arbitration process, until this Agreement (or the applicable Purchase Order) is terminated pursuant to its terms.