

MARAMPA MINES LIMITED TERMS AND CONDITIONS

1. Interpretation

The following definitions and rules of interpretation apply in this document.

1.1 Definitions:

“Business Day” means any day other than a Saturday or Sunday or public holiday on which clearing banks are open for business in Freetown, Sierra Leone, Geneva, Switzerland, and London, England.

“Company” means Marampa Mines Limited, a Sierra Leonean company.

“Contract” means the PO, and any document referred to in it, including these T&C, entered between the Company and the Supplier for the supply of Services.

“Deliverables” means all the equipment, goods, documents, products and materials to be performed and/or supplied by the Supplier as part of or in relation to the Services in any form, shape or media.

“Goods” means the goods set out in the PO to be supplied by the Supplier.

“Group Company” means any entity affiliated to the Company.

“GDPR Rules” means the 2018 General Data Protection Regulation that standardizes data protection law across all 28 (twenty-eight) European Union countries and imposes strict new rules on controlling and processing personally identifiable information (“PII”). It replaces the 1995 EU Data Protection Directive and came into force on 25 May 2018.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and related rights, moral rights, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“PO” means the Company's order issued to the Supplier for the supply of Services, as set out in the Company's purchase order form.

“Price” means the charges payable by the Company for the supply of the Services in accordance with the PO.

“Services” means the Goods, Deliverables and services to be provided and/or performed by the Supplier under the Contract, as set out in the PO.

“Supplier” means the entity or individual from whom the Company purchases the Services as indicated in the PO.

“T&C” this Marampa Mines Limited Terms and Conditions.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes email but not fax or text message.

(d) In the event of a conflict between any of the terms of this Contract and the PO, the PO shall prevail.

2. Basis of Contract

- 2.1 The PO constitutes an offer by the Company to purchase Services in accordance with these Conditions.
- 2.2 The PO shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing written acceptance of the PO, or countersigning the PO or these Conditions; or
 - (b) any act by the Supplier consistent with fulfilling the PO,
at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 2.3 These T&C apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services

- 3.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to the Company in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any performance and delivery dates for the Services specified in the PO or that the Company notifies to the Supplier and time is of the essence in relation to any of those performance and delivery dates.
- 3.3 The Supplier warrants that all Goods delivered hereunder, if any, will (i) be merchantable, (ii) be free from defect of design, material or workmanship, (iii) be free from security interests, liens or encumbrances, (iv) be fit and safe for their intended purpose and for the purpose for which such goods or Services are normally used.
- 3.4 In providing the Services, the Supplier shall:
- (a) co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company;
 - (b) perform the Services and Supply the Goods with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications, and that the Deliverables shall be fit for any purpose that the Company expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services and the Supplier;
 - (i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises, as to be provided to the Supplier from time to time;
 - (j) hold all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Supplier (“**Company's Materials**”) in safe custody at its own risk, maintain Company's Materials in good condition until returned to the Company, and not dispose or use Company's Materials other than in accordance with the Company's written instructions or authorisation;

- (k) not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services; and
- (l) comply with any additional obligations as set out in the Contract.

4. Price and payment

- 4.1 The Price for the Services are set out in the PO, directly or by reference, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. The Price shall be inclusive of every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 4.2 If not otherwise set in the PO, the Supplier shall invoice the Company on completion of the Services, provided that, in case of a payment against a milestone, no payment shall be invoiced before the conditions stipulated in that milestone have been fully met. Each invoice shall include such supporting information required by the Company to verify the accuracy of the invoice, including the relevant purchase order number.
- 4.3 If not otherwise set in the PO, in consideration of the supply of the Services by the Supplier, the Company shall pay the invoiced amounts within thirty (30) calendar days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 4.4 All amounts to be invoiced to the Company under the Contract are exclusive of amounts in respect of goods and services tax/value added tax (if apply), but inclusive of any other amounts in respect to withholding tax and any other tax chargeable for the time being.
- 4.5 The Company may at any time, without notice to the Supplier, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

5. Liability for Taxes and Duties

- 5.1 The Supplier shall be responsible for any and all taxes, duties, levies, imposts, charges and fees presently imposed and/or which may be imposed, related to its performance of this Contract. The Supplier shall be responsible for the filing of any return or other document required by any relevant government authority or regulatory authority in relation to its performance. The Supplier hereby indemnifies the Company against any demands of relevant authority relating to any non-compliance of this Clause.

6. Intellectual property rights

- 6.1 The Supplier grants to the Company a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and/or modify the Deliverables for the purpose of receiving and enjoying from the Services.
- 6.2 All Company's Materials are the exclusive property of the Company.

7. Indemnity

- 7.1 The Supplier shall indemnify the Company against all direct liabilities, costs, expenses, damages and losses (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Company arising out of or in connection with:

- (a) any claim brought against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and
- (b) any claim made against the Company by a third party arising out of, or in connection with, the supply of the Services.

7.2 This clause shall survive termination of the Contract.

8. Sanctions

- 8.1 The Supplier shall (a) comply with all applicable laws, regulations, requirements and orders of the United States of America, the European Union, the United Kingdom and any other applicable country or entity which relate trading with jurisdiction over the transaction imposing sanctions or other restrictions on dealings with or involving countries, individuals, or entities and/or regulating the export, re-export, transfer, disclosure, or provision of commodities, software, technology, or services, and (b) not cause the Company to violate any such laws, rules, regulations, and orders. The Supplier shall indemnify the Company and hold the Company harmless in respect of any loss or damage that the Company incurs or sustains by reason of any breach of this Clause 11. Should the Supplier have any reason to believe that a breach of this Clause 11 may have occurred, it shall notify the Company immediately. The obligations set out in this Clause 11 are conditions of this Contract and shall survive its termination by whatever means, including without limitation its discharge by performance.
- 8.2 Notwithstanding any other provision in this Contract, the Company has the right to suspend and/or terminate this Contract, if the Company determines, in its sole and unqualified discretion, that: (i) the Supplier or any person or entity that owns or controls the Supplier, or any of its subsidiaries or affiliates, is or has become a Restricted Party or is subject to any other sanctions, restrictions, or designations imposed by the United States, the European Union, the United Kingdom or any country with jurisdiction over the transaction, or (ii) any applicable laws, rules, regulations, or orders imposing sanctions or restrictions on dealings with or involving countries, individuals, or entities and/or regulating the export, re-export, transfer, disclosure, or provision of commodities, software, technology, or services prohibit the Company and/or any affiliated entity and/or the Supplier and/or any of the Supplier's affiliated entities from engaging in the transactions contemplated by this Contract. The Supplier shall have no recourse, financial or otherwise, under this Contract or otherwise against the Company if the Company suspends or terminates the Contract pursuant to this Clause 11 and shall, in particular, not be entitled to any damages for any loss, cost, or expense resulting, directly or indirectly, from any such suspension or termination.
- 8.3 **"Restricted Party"** shall mean any person (entity, individual, or vessel) that is identified on any applicable government-issued restricted party list, including but not limited to the List of Specially Designated Nationals and Blocked Persons ("**SDN List**"), maintained by the U.S. Department of the Treasury; the Denied Persons, Unverified, and Entity Lists, maintained by the U.S. Department of Commerce; the non-proliferation sanctions lists maintained by the U.S. Department of State; the EU Consolidated List of Designated Parties, maintained by the European Union; the Consolidated Lists of individuals and entities subject to UN sanctions, as maintained by the UN Security Council Committees; and similar lists maintained by any government with jurisdiction over the transaction(s) contemplated by the Contract.

9. Anti-bribery

The Parties undertake and warrant to each other that they have not offered, given or agreed to give (and that they will not offer, give or agree to give) (and each Party shall ensure that no member, officer, agent or employee of its corporate group shall offer, give or agree to give) directly or indirectly, to any person (including but not limited to any person of the other Party or that Party's corporate group) any unlawful gift or consideration of any kind (or any kind of undisclosed commission or benefit or consideration not provided for on the terms of this Contract) as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Contract or the performance by the parties of their obligations under the Contract.

The Parties warrant that they have in place, and undertake that they will comply with, adequate and appropriate policies and procedures to avoid the risk of bribery (as set out in the United Kingdom Bribery Act 2010 (as amended) or any equivalent legislation in any applicable jurisdiction) and fraud within its organisation and in connection with its dealings with other parties.

10. Insurance

- 10.1 During the term of the Contract, the Supplier shall maintain in force at its expense, with a reputable insurance company, insurance of such types and in such amounts as is commercially reasonable in connection with the conduct of its business, including without limitation, any insurance which is required by any Applicable Law.
- 10.2 The Supplier shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. The Company remedies

- 11.1 If the Supplier fails to perform the Services by the applicable dates, or it does not fully comply with the specifications set out in the Contract then the Company shall, without limiting any of its other rights or remedies, and whether or not it has accepted the Services, exercise any one or more of the following remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (c) to recover from the Supplier any proven costs incurred by the Company in obtaining substitute Services from a third party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
 - (e) to claim damages for any other direct costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out any of its obligations under the Contract.
- 11.2 These conditions shall extend to any substituted or remedial services provided by the Supplier.
- 11.3 The Company's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

12. Termination

- 12.1 Without limiting or affecting any other right or remedy available to it, the Company may terminate the Contract:
- (a) with immediate effect by giving written notice to the Supplier if:
 - (i) there is a change of control of the Supplier; or
 - (ii) the Supplier's financial position deteriorates to such an extent that in the Company's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (iii) if the Supplier, directly or indirectly, pays any person related to the Company (including its related entities), in any manner, any bribe, gift, cash reward, kickback or other value related to these Conditions;
 - (iv) the Supplier commits a breach of Clause 3.4(h),
 - (b) for any reason by giving the Supplier fifteen (15) calendar days' written notice, without any penalty.

- 12.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven (7) calendar days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the other party suspends or threatens to suspend or ceases or threatens to cease to carry on all or a substantial part of its business.
 - (d) notwithstanding the above, if the Company fails to make payment within thirty (30) calendar days from the date of submission of a correctly rendered invoice in accordance with Clause 4.3, the Supplier may suspend performance until such payment is made.

13. Consequences of termination

- 13.1 On termination of the Contract for any reason, but not later than fifteen (15) calendar days from such termination, the Supplier shall immediately return to the Company all the Company Materials. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 13.2 Termination or expiration of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiration, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiration.
- 13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiration of the Contract shall remain in full force and effect.
- 13.4 The Supplier shall compensate the Company for any direct damage, loss or cost related to any act or omission of the Supplier in relation to Clause 13.

14. Inadequacy of damages

Without prejudice to any other rights or remedies that the Company may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Contract by the Supplier. Accordingly, the Company shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Contract.

15. General

- 15.1 **Independent status.** The Supplier acknowledges that it is an independent vendor. Though the Supplier may perform Services, no agent, representative or employee of the Supplier shall be or be considered an agent or employee of the Company, unless expressly stated.
- 15.2 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for thirty (30) days, the party not affected may terminate the Contract by giving a written notice to the affected party.

- 15.3 **Assignment and other dealings.** The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company. Notwithstanding the foregoing, the Supplier acknowledges that the Services under the Contract are for the benefit of the Group Company and hereby unequivocally consents to the assignment or transfer of rights and obligations hereunder from the Company to such Group Company.
- 15.4 **Confidentiality.**
- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of three (3) years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, employees, clients or suppliers of the other party, except as permitted by Clause 15.4(b). "Confidential Information" includes, but is not limited to, all designs, articles and other proprietary information developed by the Company, supplied to the Company or made according to the Company's direction.
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 15.4; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 15.5 **Data Protection**
- (a) Any information and data provided by the Parties to each other and used by the Parties directly or indirectly in the performance of this Contract shall remain at all time the property of the respective Parties who supplied it.
 - (b) The Parties shall:
 - (i) comply with the provisions of GDPR Rules as in force at the date of this Contract and as modified by this Clause 15.5, which GDPR Rules shall be deemed incorporated into this Clause 15.5.
 - (ii) take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of each other's data and information.
- 15.6 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 15.8 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 15.9 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 15.9 shall not affect the validity and enforceability of the rest of the Contract.

15.10 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by email, hand or by courier at the addresses indicated in the PO or sent by email to the address to be specified by the Parties.
- (b) A notice or other communication shall be deemed to have been received: if delivered by hand or courier, on signature of a delivery receipt or at the time the notice is delivered at the proper address; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 15.10(b), business hours means 9:00 a.m. to 5:00 p.m. Monday to Friday on a Business Day in the place of receipt.

15.11 Third party rights. Unless it expressly states otherwise, or agreed between the parties in a separate document, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract (except those related to the Company's Agent).

15.12 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

15.13 Dispute resolution.

- a) The parties agree that any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration before the London Court of International Arbitration (the "LCIA") pursuant to the LCIA rules (the "Rules"), which Rules are deemed to be incorporated by reference into this Clause 15.13 and Contract. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England.
- b) The language of the arbitral proceedings shall be English. For the avoidance of doubt, these arbitration agreement provisions shall also be governed by the laws of England. Nothing in this Clause 15.13 shall prevent the parties from being able to enforce an arbitral award or to seek interim equitable, including injunctive, relief in relation to any threatened or actual breach of the Contract before the courts in any applicable jurisdiction.
- c) Nothing in this Contract shall limit or be construed so as to limit the right of the Company to take proceedings against the Supplier in any court of competent jurisdiction.
- d) Notwithstanding any reference to arbitration hereunder, the parties shall continue to perform their respective obligations under the Contract, unless the parties agree otherwise.

15.14 Publicity.

No information relating to this Contract may be released for publication without the Company's prior written consent. If the Supplier wishes to release information relating to this Contract in written or other media forms, a copy of the item in the appropriate format shall be forwarded (together with details of where it will be published or released) to the Company for written approval. This restriction also applies to any contracts placed by the Supplier on third parties as a result of this Contract.

15.15 No partnership or agency.

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15.16 Compliance with anti-slavery and human trafficking laws.

- (a) In performing its obligations under the Contract, the Supplier shall:
 - (i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the United Kingdom's Modern Slavery Act 2015 and any analogous regulations in applicable jurisdictions and not engage in any activity, practice or conduct that would constitute an offence under;

- (ii) include in contracts with its direct subcontractors and suppliers, provisions which are at least as onerous as those set out in this Clause 15.16;
 - (iii) notify the Company as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract; and
 - (iv) maintain a complete set of records to trace the supply chain of all Services provided to the Company in connection with the Contract; and permit the Company and its third-party representatives to inspect, on reasonable notice and during working hours, the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Clause 15.16.
- (b) The Supplier represents and warrants that at the date of the Contract it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- (c) The Company may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Clause 15.16.
