



MASTER SERVICE AGREEMENT

MSA XXX
MSA TITLE

**Tasiast Mauritanie Limited S.A. (“Company”)
and
..... (“Contractor”)**

Commencement Date	End Date	Commodity
Number of Pages	MSA Number	Site
	XXX	Tasiast

MASTER SERVICES AGREEMENT

This Agreement made as of **[INSERT DATE]**

BETWEEN: **[INSERT FULL LEGAL NAME OF CONTRACTOR]**, a **[INSERT TYPE OF ENTITY AND JURISDICTION – e.g. “an Ontario corporation”]** having **[an office / its registered office / its principal corporate office]** at **[INSERT ADDRESS]**

(the “**Contractor**”)

AND: **TASIAST MAURITANIA LIMITED S.A.**, a *Société Anonyme* of Mauritania, whose registered office is located at ZRA 741 – BP 5051 Nouakchott, Mauritania and registered at the Commercial and Companies Registry of Nouakchott under company n° RC 2945(c)/43942(a).

(the “**Company**”)

(each, a “**Party**” and collectively, the “**Parties**”)

WHEREAS the Company expects that it will require, from time to time, services related to **[insert general description]** (the “**Services**”);

AND WHEREAS the Company wishes to retain the Contractor to perform the Services, as and when required, and the Contractor wishes to perform the Services, on the terms and conditions set out herein;

IN CONSIDERATION of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1 GENERAL

1.1 The Service Requirements.

(a) From time to time during the term of this Agreement, the Company may issue to the Contractor a request for proposal (each, a “**Request for Proposal**”). Each Request for Proposal shall contain the following information:

- (i) the scope of the requested Services;
- (ii) start/end dates for the Services;
- (iii) a statement that this Agreement shall govern the Services;
- (iv) if applicable, the names of employees of the Contractor who the Company

expects to participate in the performance of the Services (the “**Key Personnel**”); and

- (v) such other information as the Company may consider necessary or appropriate, including but not limited to deliverables.

(b) The Contractor shall promptly review any Request for Proposal issued by the Company and submit a proposal in respect of the requested Services (each, a “**Proposal**”). Each Proposal shall contain the following information:

- (i) a detailed estimate of the cost to the Company for the Contractor to perform the Services, or a fixed price for the Services;
- (ii) a list of deliverables in relation to the Services;
- (iii) a timetable and completion date for the Services;
- (iv) an acknowledgment that this Agreement shall govern the Services;
- (v) a list of Key Personnel who will be assigned to the Services;
- (vi) a list of proposed subcontractors and their areas of responsibility in respect of the Services; and
- (vii) such other information as the Company may reasonably request.

(c) The Company may accept, reject or request that the Contractor revise any Proposal. Upon acceptance of any Proposal by the Company, the Company shall issue a written work order in respect of the Services to be performed, reflecting the contents of such Proposal (each, a “**Work Order**”).

(d) No Work Order shall be effective or binding on either Party until such Work Order has been executed by both Parties. The Contractor shall not perform any Services, and shall not be entitled to compensation for Services performed, unless a Work Order in respect of such Services has been executed by both Parties.

(e) Upon the execution of any Work Order by both Parties, the Work Order shall be deemed an integral part of this Agreement, and the Contractor shall perform the Services described in such Work Order in accordance with the specifications, requirements and timeframes set out in such Work Order, and otherwise in compliance with this Agreement.

(f) If any Work Order provides that the Services under such Work Order shall be performed by Key Personnel, the Contractor may not perform the Services under such Work Order without the active participation of the Key Personnel or replace any of the Key Personnel, without the Company’s express written consent.

(g) The Contractor shall be free to perform the Services under any Work Order in whatever manner it deems appropriate, except as otherwise provided in such Work Order or herein,

provided that such manner is consistent with achieving the objectives set out in this Article 1, and not in any way detrimental to the business interests or image of the Company, its affiliates or their Representatives (as that term is defined below). The Contractor shall be responsible for all duties and responsibilities reasonably associated with the Services under any Work Order.

(h) The Company may, at any time and from time to time during the term of this Agreement, request a change to the Services under any Work Order (each, a “**Change**”). Upon receipt of a request for any Change, the Contractor shall promptly prepare and deliver to the Company a proposal regarding the effect that such Change would have on (i) the cost of the Services under such Work Order, (ii) the timing for performance of the Services under such Work Order and (iii) any other material aspect of such Work Order. The Company and the Contractor shall agree in writing on the terms applicable to any Change (each, a “**Change Order**”). The Contractor shall not implement any Change, and shall not be entitled to compensation for Services performed in respect of any Change, unless a Change Order in respect of such Change has been executed by both Parties.

1.2 Information/Control.

(a) The Company shall provide to the Contractor such information as is necessary for the Contractor to efficiently perform the Services under any Work Order in accordance with the terms of such Work Order and this Agreement.

(b) In order to be entitled to the compensation set out in Article 3 hereof, the Contractor agrees to maintain records regarding the Services under each Work Order, as required and specified by the Company, and to provide reports to the Company concerning the Services provided under each Work Order, as may be reasonably requested by the Company. The Contractor further agrees that all such records and reports shall be and remain the property of the Company. The Contractor also agrees to maintain detailed and accurate records of the time spent in performing the Services under each Work Order, and to submit such records to the Company together with its invoices for payment under Article 3 hereof.

1.3 Term of Agreement. The term of this Agreement shall begin on the date first shown above and end on **[INSERT DATE]**, unless extended by mutual agreement of the Parties in writing or terminated earlier in accordance with the provisions set out herein.

1.4 No Commitment. The Contractor acknowledges and agrees that the Company has no obligation during the term of this Agreement to:

- (a) issue to the Contractor any Request for Proposal or Work Order;
- (b) engage the Contractor to perform Services representing any minimum value; or
- (c) use the Contractor exclusively for the performance of Services.

ARTICLE 2 INDEPENDENT CONTRACTOR

2.1 Relationship. The Contractor shall be solely responsible for the supervision and

compensation of its directors, officers, employees, subcontractors and agents (in respect of either Party, each, a “**Representative**” and collectively, “**Representatives**”) performing the Services. The Contractor shall perform the Services under any Work Order at all times as an independent contractor. Neither the Contractor nor any of its Representatives are or shall be employees, partners, co-venturers, principals or agents of the Company, and no such Person (as that term is defined below) shall be entitled to receive from the Company any benefits whatsoever, except for the compensation set out in Article 3 hereof. Each Party shall be solely responsible for (i) all wages, salaries and other amounts due to its Representatives in relation to this Agreement and (ii) all obligations and liabilities in respect of its Representatives relating to income or other tax withholdings, employment insurance premiums, workers’ compensation, health care and pension plan contributions and other similar employment-related responsibilities and liabilities, including without limitation any contributions, levies and penalties related thereto. For the avoidance of doubt, the Company shall not indemnify or reimburse the Contractor for any employment tax, contributions or levies in respect of the Contractor’s Representatives, except as may be expressly set out in the Rates Schedule (as that term is defined below) or the Work Order, as applicable.

2.2 The Contractor Will Not Contract On Behalf Of Company. The Contractor will not, without the prior written consent of the Company, enter into any contract or commitment in the name of or on behalf of the Company or bind the Company in any respect whatsoever, except as otherwise provided in this Agreement or any Work Order.

2.3 Subcontracts. The Contractor shall not subcontract any part of the Services under any Work Order without the prior written consent of the Company. Any such consent by the Company shall not relieve the Contractor from its obligations under such Work Order or this Agreement. The Contractor shall be responsible for the acts and omissions of any subcontractor engaged by it for the purpose of performing any part of the Services under any Work Order.

ARTICLE 3 REMUNERATION OF THE CONTRACTOR

3.1 Fee for Services (Reimbursable).

In the event that any Work Order provides for payment on a reimbursable basis, the Company shall pay the Contractor for the Services performed under such Work Order in accordance with the rates set out in Schedule A attached hereto (the “**Rates Schedule**”), exclusive of Mauritanian value-added tax (VAT) and expenses, if applicable, which forms an integral part of this Agreement, and unless the Work Order indicates otherwise. **[NTD: If no rates schedule is included in Schedule A because rates will be set in each Work Order, the preceding sentence will need to be revised and Schedule A will need to be deleted.]** Rates shall be subject to adjustment only as set out in the Rates Schedule. During the performance of Services under any reimbursable Work Order, the Contractor shall submit an invoice each month in respect of Services performed during the previous month. Subject to Sections 1.2(b), 3.3, 3.4 and 7.12 hereof, and to the Company’s satisfaction with the Services to which each invoice relates, the Company shall pay each invoice within 30 calendar days of receipt of such invoice and all supporting materials. No other compensation for the Services will be paid unless otherwise negotiated and agreed to in writing by the Parties. The Company shall have no liability to the Contractor for any amounts other than as set out in this Agreement. In the event that part or all of the Services are exempt or become exempt

from Mauritanian VAT as per the Mauritanian tax code or other Applicable Law (as that term is defined below), the Contractor shall invoice without VAT to the Company. In the event that the Contractor provides any goods to the Company under this Agreement, the Contractor shall invoice for such goods separately from the Services.

3.2 Fee for Services (Fixed Price).

In the event that any Work Order provides for payment on a fixed price or lump sum basis, the Company shall pay the Contractor for the Services performed under such Work Order in accordance with the commercial terms set out in such Work Order. During the performance of Services under any fixed price Work Order, the Contractor shall submit invoices on the timetable set out in such Work Order. Subject to Section 1.2(b) and Section 7.12 hereof, and to the Company's satisfaction with the Services to which each invoice relates, the Company shall pay each invoice within 30 calendar days of receipt of such invoice and all supporting materials. No other compensation for the Services will be paid unless otherwise negotiated and agreed to in writing by the Parties. The Company shall have no liability to the Contractor for any amounts other than as set out in this Agreement. In the event that part or all of the Services are exempt or become exempt from Mauritanian VAT as per the Mauritanian tax code or other Applicable Law, the Contractor shall invoice without VAT to the Company. In the event that the Contractor provides any goods to the Company under this Agreement, the Contractor shall invoice for such goods separately from the Services.

3.3. Invoicing

Invoices shall be issued by the Contractor in a form that is compliant with Mauritanian tax and legal requirements, as they may be amended. The Company may from time to time address to the Contractor instructions related to the invoicing modalities to take into account tax and/or exchange control regulations applicable to the Services, in accordance with applicable Mauritanian legislation and specific agreements entered into between the Company and Mauritanian authorities. The Contractor hereby undertakes to comply with and implement any such instructions as from receipt thereof.

3.3.1 Contractor not Registered with the Mauritanian Tax Authorities. If the Contractor is not registered with the Mauritanian tax authorities, it shall clearly identify on its invoice, among others, the below information with respect to the Company, as well as clearly indicate the price exclusive of taxes. Any goods supplied in connection with the Services performed under a Work Order issued to the Contractor should be clearly itemized on the invoice.

Tasiast Mauritanie Limited S.A.
ZRA 741 – P.O. Box: 5051
Nouakchott-Mauritanie
RC 2945(c)/43942(a), NIF 30300026

3.3.2 Contractor is Subject to the Normal Tax Regime (*Régime du réel*). If the Contractor is registered with the Mauritanian tax authorities, it must provide the Company with an invoice for the Services rendered containing, at a minimum, the information provided in the form of invoice annexed as Schedule C.

3.3.3. Return or Refusal of Irregular Invoices. The Company reserves its right to return or refuse any invoice that, in its reasonable opinion, does not comply with all applicable Mauritanian tax and legal requirements, and the Company shall not be responsible for any costs resulting from such return or refusal for non-compliance or any delays in payment resulting therefrom.

3.4 Applicable Taxes.

The Contractor shall be liable for all taxes in respect of all amounts payable under this Agreement and any Work Order issued pursuant to this Agreement.

The Contractor shall be responsible for determining whether it is required to register with the Mauritanian tax authorities (*numéro d'identifiant fiscal* (NIF)), as well as for all other purposes under Mauritanian law. If any such registrations are required, the Contractor shall promptly obtain such registrations (including without limitation a NIF) and shall maintain them in good standing throughout the term of this Agreement and during the period of any Work Order issued under this Agreement in favour of the Contractor.

In the event the Contractor does not obtain a NIF or otherwise fails to provide same to the Company, the Company shall apply the statutory withholdings (*Régime Simplifié d'Imposition* (RSI)) provided by Mauritanian tax legislation, as same may be applicable, to all payments to be made to the Contractor hereunder and remit the deducted amounts to the Mauritanian authorities for and on behalf of the Contractor; and VAT shall not be invoiced to, nor payable by the Company to the Contractor. In this event, the Contractor authorizes the Company to (i) apply to the Mauritanian authorities for and on its behalf for the administration of the RSI, (ii) submit all of the Contractor's invoices to the Mauritanian authorities as required by Mauritanian tax legislation, and (iii) take any other actions relating to the RSI that may be required by Mauritanian tax legislation.

If a NIF is provided to the Company by the Contractor, then, where applicable, VAT shall be invoiced to and payable by the Company to the Contractor, in addition to the fees payable hereunder.

The Contractor shall be solely responsible for all administrative requirements with respect to taxes, including but not limited to submitting invoices meeting all Mauritanian legal requirements, and including the use of the correct government forms for reporting in accordance with Mauritanian tax legislation.

Except as otherwise explicitly set out herein, the Contractor agrees to indemnify and hold harmless the Company and its affiliates, and their respective representatives, from any costs, demands or liability in respect of:

- a) any taxes, levies or penalties in respect of the amounts payable under this Agreement;
- b) any taxes, levies or penalties resulting from the failure for the Contractor to timely register with the Mauritanian authorities; and
- c) any other breach by, or misrepresentation of, the Contractor under this Section 3, or any invoice submitted by the Contractor.

Without limiting the generality of the foregoing, if the liability of the Company is sought or an increase of the tax cost of the Company is caused by a failure of the Contractor to register with the Mauritanian tax and any other relevant authorities, or to deliver invoices meeting all Mauritanian tax requirements, then the Company shall be entitled to claim from the Contractor or deduct from any money owed to the Contractor the corresponding cost that would have been incurred by the Company (including but not limited to non-deductible VAT). Such claim or deduction shall be supported by a final and definitive written position from the Mauritanian tax authorities or any other representative body of the Mauritanian State.

If any VAT is included by error on an invoice of the Contractor and the Company pays such VAT based on such error, then the Company shall be entitled to claim from the Contractor or deduct from any money owed to the Contractor a corresponding amount.

Nothing in this Agreement or in any correspondence from the Company with respect to returned or refused invoices of the Contractor shall constitute tax or legal advice to the Contractor. The Contractor is solely responsible for informing itself of and complying with all tax legislation applicable in Mauritania.

3.5 Expenses. The Contractor shall be responsible for all expenses related to the performance of the Services under any Work Order **[, except as set out in such Work Order]**.

3.6 Manner of Payment. All payments to the Contractor under this Agreement shall be solely by cheque or bank transfer. No payment shall be in cash or bearer instrument, and no payment shall be made to any Person other than the Contractor.

3.7 Audit Rights. The Contractor agrees that the Company shall have the right to audit the records and procedures of the Contractor and its Representatives for the purpose of verifying relevant costs. Further, the Company shall be entitled to conduct an audit with respect to all invoices submitted to it by the Contractor. Upon notice that the Company has elected to conduct an audit, the Contractor shall make available to the Company all supporting documents requested by the Company, including but not limited to invoices, receipts, and original entry records for all charges invoiced to the Company. The Company's audit rights exclude **[insert items to be excluded, if any]**.

ARTICLE 4 COVENANTS OF THE CONTRACTOR

4.1 Services. The Contractor shall, in respect of any Work Order:

(a) perform the Services, and cause the Contractor's Representatives to perform the Services:

(i) in accordance with good, safe and workmanlike practices;

(ii) in a manner that is competent, diligent, efficient and satisfactory to the Company;

(iii) in accordance with the highest professional standards;

(iv) in a manner that meets the requirements, standards and specifications set out in such Work Order and this Agreement; and

(v) in a manner that does not infringe the intellectual property rights of any third party; and

(b) act, and cause the Contractor's Representatives to act, in the best interests of the Company at all times in the course of performing the Services; and

(c) except as otherwise provided herein, supply all materials and equipment necessary for the performance of the Services, and otherwise be responsible for maintaining its own premises and performing the Services from such premises.

4.2 Licences and Permits. Except as otherwise expressly provided herein, the Contractor shall be responsible for obtaining and maintaining all licences, permits and approvals necessary for performance of the Services under any Work Order, and for obtaining professional liability insurance coverage for it and all of its Representatives. In particular, and without limiting the generality of the foregoing, the Contractor warrants that it has obtained and paid premiums for workers' compensation coverage for itself and its Representatives pursuant to applicable workers' compensation legislation, and the Contractor shall, upon request, provide the Company with adequate evidence of its compliance with this Section 4.2.

4.3 Compliance with Laws and Company Policies. The Contractor and its Representatives shall comply with (a) all laws, rules and regulations of any governmental or regulatory body having jurisdiction over any aspect or part of the Services under any Work Order, including but not limited to all applicable environmental, health and safety, labour and immigration laws and regulations (collectively, "**Applicable Law**"), (b) all reasonable orders and directions given by the Representatives of the Company and (c) all policies, guidelines, rules and procedures of the Company that apply to the Contractor or the Services under any Work Order and that have been provided to the Contractor, as such policies, guidelines, rules and procedures may be amended from time to time, including, without limitation, all health, safety and environmental requirements of the Company. Without limiting the generality of the foregoing, the Contractor and its Representatives shall execute and comply with the Company's Supplier Standards of Conduct, attached hereto as Schedule B, which forms an integral part of this Agreement. The Company may from time to time monitor or audit compliance with this Section 4.3. The Contractor and its Representatives shall comply with all relevant operating permits and approvals. The Contractor and its Representatives shall comply with all rules and regulations of any insurance company that may have issued a policy to the Contractor or any of its permitted subcontractors. The Contractor shall, at all times in consultation with a designated Representative of the Company, obtain or, if agreed with the Company, work through Representatives of the Company to obtain, all necessary work permits and other applicable authorizations required to perform the Services under any Work Order before any of its or its permitted subcontractors' Representatives arrive in the relevant jurisdiction.

4.4 Compliance with Anti-Corruption Laws.

- (a) **General:** Without limiting the generality of Section 4.3, the Contractor hereby agrees to take no actions, and to cause its Representatives, its affiliates and their respective Representatives to take no actions, of any nature that would contravene any provision of the United States Foreign Corrupt Practices Act (the “**FCPA**”), the Canadian Corruption of Foreign Public Officials Act or the Criminal Code of Canada (collectively, the “**CFPOA**”), the OECD Convention on Combating Bribery of Foreign Government Officials in International Business Transactions (the “**OECD Convention**”), or any similar laws or provisions applicable to the Contractor, including, without limitation, offering, paying, giving, requesting or accepting any advantage or anything of value, either directly or indirectly, to or from any Person for the purpose of influencing such Person to act improperly, or inducing such Person to do or omit to do any act in violation of his or her lawful duty or use his or her influence with any government, in order to assist the Contractor or any of its affiliates in obtaining or retaining business, or obtaining or retaining an advantage in the course of business, for or with, or directing business to, any Person. The Contractor hereby acknowledges and agrees that neither the Contractor nor any of its affiliates nor any of their respective Representatives has the right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or obligation, express or implied, in the name or on behalf of the Company or any of its affiliates for any purpose, including without limitation in any manner that would or could result in a violation or contravention of the provisions of the FCPA, the CFPOA, the OECD Convention or other similar laws or provisions applicable to the Contractor.
- (b) **Monitoring:** The Contractor agrees to monitor compliance by it, its affiliates and their respective Representatives with this Section 4.4 and promptly to notify the Company in writing, and provide Company with all relevant particulars, of any violation or suspected violation of this Section 4.4 or any applicable anti-corruption law or provision (including, without limitation, the FCPA, the CFPOA or the OECD Convention), or any request for information regarding the same, involving the Company, its affiliates, any of their respective Representatives or the Services under any Work Order.
- (c) **Consent:** The Contractor consents to the Company reporting to any governmental authority any violation or suspected violation of this Section 4.4 by the Contractor, its affiliates or their respective Representatives, and agrees to comply and cooperate in any inquiry or investigation by or on behalf of the Company or any governmental authority relating to compliance with or a breach of this Section 4.4 or any Applicable Law or anti-corruption provision (including, without limitation, the FCPA, the CFPOA or the OECD Convention). The Contractor also agrees to provide, upon the Company’s request, any documents or other information in connection with any such inquiry or investigation, to the fullest extent permissible under any Applicable Law (including any data privacy law or blocking statutes).
- (d) **Audit:** The Contractor agrees that the Company shall have the right to audit compliance of Contractor, its affiliates and their respective Representatives with Section 4.4, and inspect all records and procedures of Contractor, its affiliates and their respective Representatives to verify compliance with this Section 4.4.
- (e) **Familiarity:** The Contractor represents that it is familiar with the FCPA, the CFPOA, the OECD Convention and any other similar laws or provisions applicable to the Contractor and

their purposes. In particular, the Contractor represents that it is familiar with the provisions that prohibit offering, giving, accepting or requesting anything of value, either directly or indirectly, to or from any Person (including foreign government officials) for the purpose of improperly influencing an act or decision, or inducing such Person to use such Person's influence with a foreign government, to assist a company in obtaining or retaining business or an advantage in the course of business, for or with, or directing business to, any Person.

- (f) **Proceeds:** The Contractor represents and warrants that none of the Contractor's partners, owners, principals or Representatives is an official, officer or representative of any government, and that no part of the compensation to be provided to Contractor under this Agreement shall be accepted or used by the Contractor for any purpose that would constitute a violation or contravention of (i) any Applicable Law, (ii) the laws of the United States or Canada, including the FCPA and the CFPOA or (iii) the OECD Convention.

4.5 Protected Information.

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

- (i) **"Authorized Representative"** means any Representative of the Contractor or any of its affiliates, or any financial, legal or other advisor of the Contractor or any of its affiliates, or any consultant, contractor or subcontractor of the Contractor or any of its affiliates, in each case where (i) the duties of such Person require such Person to process, review, use or otherwise be informed of Protected Information for the purpose of performing the Services under any Work Order and (ii) such Person is subject to confidentiality obligations that apply to the Protected Information and are at least as stringent as those contained in this Section 4.5;
- (ii) **"Confidential Information"** means all information, data, knowledge and know-how, in whatever form and however communicated, relating directly or indirectly to the Company or any of its affiliates and their respective properties and other assets, technologies, businesses or operations, previously, now or hereafter delivered or disclosed by or on behalf of the Company to the Contractor or its Authorized Representatives, or that is or was otherwise learned or obtained by the Contractor or its Authorized Representatives. Without limiting the generality of the foregoing, Confidential Information includes raw data from the Company's technical applications, including drill hole and assay data, ore body and geospatial models, development plans, topographical data and aerial imagery, and also includes any information belonging to a third Person that has been disclosed to the Company subject to an obligation of confidentiality;
- (iii) **"Person"** means any natural person, partnership, company, corporation, unincorporated association, governmental authority or other agency, trust, trustee or other entity, howsoever designated or constituted;

- (iv) **“Personal Information”** means all information about identifiable employees, customers or potential customers of the Company or any of its affiliates or other individuals, including personnel records and any other Personal Information (as more particularly defined in the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any other similar laws governing the protection of personal information in the private sector applicable to the Contractor or the Company (collectively **“Applicable Privacy Legislation”**); and
 - (v) **“Protected Information”** means and shall include both Confidential Information and Personal Information.
- (b) Confidential Information – Confidentiality and Limited Use: The Contractor acknowledges that certain Confidential Information will be received by the Contractor and its Representatives during the course of performing the Services under any Work Order. Subject to Section 4.5(c) below, the Contractor shall only use the Confidential Information as is necessary for the performance of the Services under such Work Order, and for no other purpose, and shall hold the Confidential Information in strict confidence and not disclose same to any other Person, including any employee, contractor or subcontractor of the Contractor, either before, during or after the performance of the Services under such Work Order, except with the prior written consent of and on terms acceptable to the Company, in its sole and absolute discretion (which consent may be arbitrarily withheld or withdrawn at any time).
- (c) Exceptions: The restrictions in Section 4.5(b) above shall not apply where the Confidential Information:
- (i) subject to Section 4.5(e) below, is disclosed by the Contractor to an Authorized Representative;
 - (ii) is in the public domain at the time of disclosure to the Contractor, or later enters the public domain other than by breach of this Section 4.5;
 - (iii) was in the Contractor’s lawful possession prior to disclosure by or on behalf of the Company or any of its affiliates, as confirmed by written records, and was not subject to any obligation of confidentiality to the Company or any of its affiliates;
 - (iv) is lawfully acquired by the Contractor from a third Person who is under no obligation of confidentiality in respect of such information, but only to the extent permitted by that third Person; or
 - (v) subject to Section 4.5(f) below, is required by Applicable Law, court order, court proceeding or the rules or policies of any stock exchange or governmental or regulatory authority having jurisdiction in the matter to be disclosed by the Contractor.

No specific information will be deemed to be within any of the exceptions contained in this Section 4.5(c) (the **“Exceptions”**) merely because such information is within the scope of more general

information that is within one or more of the Exceptions. Further, in the event of any dispute between the Parties as to whether specific information is within one or more of the Exceptions, the Contractor will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed Exception(s).

- (d) Personal Information – Compliance and Limited Use: The Contractor warrants and agrees, for itself and on behalf of its Authorized Representatives, to:
 - (i) only collect, use or disclose Personal Information as is necessary for the performance of the Services under any Work Order, and for no other purpose; and
 - (ii) strictly comply with Applicable Privacy Legislation in the course of any such collection, use and disclosure of any Personal Information, as permitted hereby, in relation to the performance of the Services under such Work Order.

The Contractor further warrants and agrees that:

- (i) subject to Section 4.5(f) below, only its Authorized Representatives will have access to Personal Information, and each such Person will be instructed and required to treat the Personal Information in accordance with the terms and conditions provided herein and Applicable Privacy Legislation;
 - (ii) appropriate security safeguards will at all times be implemented in respect of the collection, use, disclosure, transmission, storage and destruction of Personal Information, having regard to the form and sensitivity of the Personal Information; and
 - (iii) neither the Contractor nor any of its Authorized Representatives will make, or permit or cause to be made, any unnecessary copies of any Personal Information.
- (e) Authorized Representatives: The Contractor shall use its best efforts to minimize the risk of disclosure of Protected Information by ensuring that only Authorized Representatives will have access thereto, and shall otherwise take all reasonable precautions to safeguard and preserve the strict confidentiality of the Protected Information in accordance with this Agreement and Applicable Privacy Legislation, including in each case advising its Authorized Representatives of the confidential nature of the Protected Information and the relevant provisions of this Agreement and Applicable Privacy Legislation.
 - (f) Protective Orders: If the Contractor or any of its affiliates or Authorized Representatives becomes legally compelled to disclose any of the Protected Information, the Contractor shall provide the Company with prompt notice so that it may seek a protective order or other appropriate remedy at law or in equity and/or waive compliance with the provisions of this Agreement. The Contractor shall delay any such disclosure for as long as reasonably possible (without incurring any liability for failure to make such disclosure) in order to permit the Company to seek such protective order or other remedy. If such protective order or other remedy is not obtained by the Company, the Contractor shall only disclose or, as applicable, ensure that any Authorized Representative of the Contractor only discloses, that portion of the Protected Information that is legally required to be disclosed, and the Contractor shall exercise

its best efforts to obtain a protective order or other reliable assurance that such Protected Information will receive confidential treatment in accordance with the spirit of this Agreement. If the Contractor or any of its affiliates or Authorized Representatives receives a request from a third party to disclose any of the Protected Information, but the Contractor is not required by Applicable Law to disclose such Protected Information, the Contractor shall promptly decline the request and notify the Company in writing.

- (g) Privileged Material: The Contractor acknowledges that certain of the Company's books, records and information representing or containing Confidential Information to which the Contractor may be given access are books, records and information to which solicitor-client privilege and/or litigation privilege (collectively, "**Privilege**") attaches. Except where the Confidential Information so indicates on its face, the Company shall be required to identify to the Contractor which Confidential Information is subject to Privilege (collectively, "**Privileged Material**"). The Contractor recognizes and acknowledges that the Company has a material interest in the preservation of Privilege in respect of Privileged Material. The Contractor agrees (acting on its own behalf and as agent for its Affiliates) that:
- (i) such access is being provided solely for the purposes set out in this Agreement;
 - (ii) such access is not intended and should not be interpreted as a waiver of any Privilege in respect of Privileged Material or any right to assert or claim Privilege in respect of Privileged Material. To the extent there is any waiver, it is intended to be a limited waiver in the Contractor's favour, solely for the purposes set out in this Agreement;
 - (iii) the Contractor shall keep the Privileged Material in strict confidence, and disclose such material solely to its Authorized Representatives and only to the extent required for the purposes of this Agreement;
 - (iv) at the Company's request, all copies of Privileged Material, and any notes that would disclose the contents of Privileged Material, will be destroyed or returned to the Company; and
 - (v) at the Company's request, the Contractor shall claim or assert, or co-operate to claim or assert, Privilege in respect of the Company's Privileged Material.
- (h) Return of Information: Upon the Company's written request therefor, the Contractor shall return to the Company any and all Protected Information in the possession or control of the Contractor, any of its affiliates or Authorized Representatives, and destroy all copies of any and all analyses, compilations, studies or other documents prepared by the Contractor, its affiliates or Authorized Representatives based upon the Protected Information, and a senior officer of the Contractor shall certify same in writing.
- (i) Remedies: The Contractor acknowledges that the Protected Information is proprietary and confidential to the Company, which will be irreparably damaged if any of the provisions contained in this Agreement are not performed by the Contractor, its affiliates or Authorized Representatives in accordance with the terms set out herein. The Contractor agrees that monetary damages will be inadequate to compensate the Company for any breach of this

Agreement, and the Company shall have the right to an immediate injunction or other available equitable or legal relief in any court of competent jurisdiction, enjoining any breach or threatened breach of this Agreement by the Contractor, its affiliates or Authorized Representatives.

4.6 Work Product. The Contractor acknowledges and agrees that the Company shall have **exclusive**, unlimited ownership rights to any and all work product developed by the Contractor or any of its Representatives, either solely or jointly with others, in connection with performance of the Services under any Work Order, whether as individual items or a combination of components, including but not limited to any information, data, text, document, electronic file, computer program, image, drawing, chart, schematic, invention, prototype, improvement, method or creation (collectively, “**Work Product**”).

All Work Product shall be deemed to be works made for hire and made in the course of the Services rendered, and shall belong exclusively to the Company, with the Company having the sole right to obtain, hold and renew, in such name and for such benefit as it sees fit, patents, copyrights, registrations and other protection which may be appropriate to the nature or subject matter thereof. The Contractor represents and warrants that it shall deliver all such other written assurances as are necessary to confirm the Company’s sole right, title and interest in and to all Work Product including, without limitation, all necessary assignments and/or waivers.

Notwithstanding anything to the contrary in this Agreement, the Contractor shall not transfer to the Company any ownership interest in intellectual property in existence prior to the date of this Agreement (the “**Retained Intellectual Property**”). To the extent that any Retained Intellectual Property is included or incorporated in any Work Product, the Contractor grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide and non-exclusive licence to use such Retained Intellectual Property for the purpose of using such Work Product.

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

4.8 Liens and Claims. The Contractor shall ensure that no laborer, material man or mechanic of the Contractor files or claims any mechanic's or other lien against any property on account of the performing or furnishing of any labor, services, materials or equipment in connection with performance of the Services under any Work Order, provided that the Company respects the terms of payment stated in Section 3.1 and Section 3.2 above. If any such lien is filed or claimed either before or after termination of this Agreement, the Contractor shall reimburse to the Company (a) the full amount, including costs, that the Company is adjudged by a court of competent jurisdiction liable to pay to discharge such lien, (b) the full amount of the Company's reasonable expenses of litigation and (c) the full amount, including related costs, that the Company may elect to pay to discharge such lien and thereby avoid litigation. The Company may withhold from any payment then due or to become due to the Contractor an amount sufficient to fully compensate the Company for any such loss or expense.

4.9 Insurance. During the term of this Agreement and for a period of at least one year following its expiration or termination, the Contractor shall provide and keep in force such insurance as is required by the law of the jurisdiction in which the Services under any Work Order will be performed, but in no event shall such insurance provide less than the following coverage:

- (a) Statutory workers' compensation and occupational disease disability insurance for all employees of the Contractor. Such insurance shall cover claims filed under the workmen's compensation law of the jurisdiction in which the Services under any Work Order are to be performed, or any law of any jurisdiction under which liability for any compensation claims shall arise.
- (b) Employer's liability insurance in the amount of \$1,000,000 to cover claims based on common law filed by the Contractor's employees for injuries (including death) as well as occupational diseases in the minimum amount of \$1,000,000 per person and \$1,000,000 per occurrence.
- (c) Comprehensive automobile liability insurance covering owned, non-owned and hired vehicles with minimum bodily injury (including death) limits of \$1,000,000 each accident and minimum property damage limits of \$1,000,000 each accident.
- (d) Comprehensive general liability insurance, including broad contractual liability with minimum bodily injury (including death) limits of \$[insert number – dependent on assessment of risk – consider scope, vendor, location, etc.] each occurrence and minimum property damage limits of \$[insert number – dependent on assessment of risk] each occurrence.
- (e) Professional liability insurance in the minimum amount of \$[insert number – dependent on assessment of risk] per occurrence.

The amount of such insurance, the forms of the policies, the companies issuing the same, and all other matters with respect to the adequacy of insurance protection shall be subject to the prior and continuing approval of the Company, and certificates of such insurance shall be deposited with the Company prior to commencement of the Services under any Work Order. All such policies shall name the Company as an additional insured, shall contain a waiver of subrogation in favour of the Company and shall include a provision to the effect that Company shall be given not less than thirty (30) days prior written notice by certified mail of any cancellation or change that affects the coverage, and any certificates deposited with the Company shall recite such provision. **[NTD: Section 4.9 can be modified / removed depending on the nature of the Services. All amendments should be checked by Legal.]**

ARTICLE 5 TERMINATION

5.1 Termination by Company or the Contractor.

- (a) The Company may terminate this Agreement at any time for convenience upon seven (7) days of prior written notice to the Contractor. In the event that any Work Order

is outstanding at the effective date of termination of this Agreement pursuant to this Section 5.1(a), the terms of this Agreement shall continue to apply to such Work Order.

(b) The Company may terminate any Work Order at any time for convenience upon seven (7) days of prior written notice to the Contractor. In the event that any Work Order is terminated pursuant to this Section 5.1(b), the Company shall pay the Contractor for Services performed to the Company's satisfaction up to the date of termination, plus expenses duly incurred and the Contractor's reasonable direct costs associated with such termination. The Company shall only be liable for termination costs supported by documentation that is reasonably satisfactory to the Company.

(c) The Company may terminate this Agreement at any time without advance notice, or payment in lieu of notice, for any breach of this Agreement by the Contractor or any of the Contractor's Representatives. In the event that any Work Order is outstanding at the effective date of termination of this Agreement pursuant to this Section 5.1(c), the terms of this Agreement shall continue to apply to such Work Order.

(d) The Company may terminate any Work Order at any time without advance notice, or payment in lieu of notice, for any breach of this Agreement by the Contractor or any of the Contractor's Representatives. In the event that any Work Order is terminated pursuant to this Section 5.1(d), the Company shall pay the Contractor for Services performed to the Company's satisfaction up to the date of termination.

(e) Without limiting the generality of Section 5.1(c) and Section 5.1(d), the Company may terminate this Agreement at any time without advance notice if (i) it has a reasonable basis for concluding that the Contractor has breached any provision of Section 4.4 or (ii) any governmental or regulatory body having jurisdiction over the Contractor or any aspect or part of the Services under any Work Order alleges that the Contractor or any of its Representatives has acted in a manner that breaches Section 4.4. In the event that this Agreement is terminated pursuant to this Section 5.1(e), the Company shall pay the Contractor for Services performed to the Company's satisfaction up to the date of termination.

(f) In the event that the Company fails to pay the Contractor for the Services under any Work Order as required by this Agreement, and does not remedy such failure within thirty (30) days of receipt of written notice from the Contractor, the Contractor may terminate such Work Order or this Agreement. In the event that any Work Order is terminated pursuant to this Section 5.1(f), the Company shall be liable to the Contractor for Services performed to the Company's satisfaction up to the date of termination of such Work Order, plus expenses duly incurred and the Contractor's reasonable direct costs associated with such termination. The Company shall only be liable for termination costs supported by documentation that is reasonably satisfactory to the Company.

(g) In the event that this Agreement is terminated pursuant to Section 5.1(a), (b), (c), (d), (e) or (f), the Contractor shall, upon the Company's request, deliver to the Company all Work Product, whether complete or in progress.

5.2 Suspension of Services. The Company may at any time order the Contractor to temporarily suspend all or any part of the Services any Work Order for such period of time as may be determined by the Company to be necessary or desirable, without incurring any additional liability to the Contractor. The Contractor shall promptly suspend its performance of the Services under such Work Order upon receipt of written notice to do so from the Company, and shall promptly resume performance of the Services under such Work Order upon receipt of written notice to do so from the Company. If the suspension exceeds **[four]** weeks, or if the Contractor will incur significant additional expense as a result of the suspension, the Contractor may elect to terminate this Agreement, in which case the Contractor shall be paid for all Services performed under such Work Order to the Company's satisfaction up to the date of suspension. In no event shall the Contractor be entitled to any damages, including loss of anticipated profits, on account of any suspension.

5.3 Provisions Which Operate Following Termination. Any obligation of either Party that by its nature extends beyond the expiration or earlier termination of this Agreement, including but not limited to the Contractor's obligations under Sections 3.4, 4.5, 4.6, 4.7, 4.8, 4.9 and Article 6, shall survive and continue in full force and effect following any termination or expiry of this Agreement.

ARTICLE 6 DEFECTS AND INDEMNIFICATION

6.1 Defects. In the event that the Company identifies any of the Services under any Work Order as being defective, deficient or otherwise failing to meet the requirements and standards set out in such Work Order or this Agreement (the "**Defective Services**"), the Company may within **[24]** months of the completion of the Services under such Work Order instruct the Contractor to (i) correct or re-perform such Defective Services and (ii) repair, replace or reconstruct, as applicable, any equipment or physical works that have been manufactured, assembled, installed or built incorrectly as a result of the Defective Services. **[NTD: Engineering firms and other consultants typically refuse to accept the wording in (ii) above, giving them reconstruction liability, in a services-only mandate. There may be circumstances, however, when it is appropriate for us to ask a contractor to accept this type of liability. Consult Legal if you are unsure of whether to include the reconstruction liability.]** The Contractor shall comply with the Company's instructions promptly and at its own cost. In the event that the Contractor fails to satisfy its obligations under this Section 6.1, the Company may do so or engage a third party to do so, and the Contractor shall be liable to the Company for the associated costs.

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

- (a) any act or omission of the Contractor or any of its Representatives in connection with the performance of the Services under any Work Order;
 - (b) any breach of this Agreement by the Contractor or any of its Representatives;
 - (c) personal injury or death of any Person caused by the Contractor or any of its Representatives;
- or

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

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

6.3 Employment Indemnity. The Contractor shall indemnify and hold harmless the Indemnitees from and against all Losses that any Indemnatee may suffer, sustain or incur in the event that any government authority determines that the Contractor or any Representative of the Contractor is an employee of the Company or any of its affiliates.

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

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

ARTICLE 7

INTERPRETATION AND ENFORCEMENT

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

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

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

7.4 Precedence. The Parties agree that (i) these terms and conditions are intended to be read in conjunction with Schedules A and B and (ii) all parts of this Agreement are intended to operate

together. In the event of any conflict or inconsistency between these terms and conditions and either Schedule A or Schedule B, these terms and conditions shall prevail to the extent of the conflict or inconsistency.

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

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

7.7 Amendments and Waivers. This Agreement may not be amended except by agreement in writing signed by both Parties. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. Any failure by a Party to insist upon strict adherence to any one or more of the terms of this Agreement on one or more occasions shall not be construed as a waiver of any such term by that Party nor deprive that Party of the right to require strict compliance thereafter with the same or any other term of this Agreement.

7.8 Assignment. This Agreement may not be assigned by the Contractor without the prior written consent of the Company. The Company may assign or otherwise transfer this Agreement and any of its rights under this Agreement without the consent of the Contractor.

7.9 Severability. If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

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

If to the Company:

Mailing address: ZRA 741 – BP 5051 Nouakchott, Mauritania

Attention: **[insert]**

Email address: **[insert]**

If to the Contractor:

Mailing address: **[insert]**

Attention: **[insert]**

Email address: **[insert]**

7.11 Dollar Amounts. All references in Section 4.9 to dollar amounts refer to United States Dollars.

7.12 Set-off. The Company may withhold from any payment due or to become due to the Contractor in respect of Services performed under any Work Order a reasonable amount sufficient to satisfy fully any liability of the Contractor to the Company under this Agreement.

7.13 Governing Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties hereby attorn to the exclusive jurisdiction of the Ontario courts and agree that the judgments of such courts shall be enforceable both within and outside Ontario.

7.14 Execution, Delivery and Performance. The Contractor represents and warrants, and acknowledges that the Company is relying on such representations and warranties in entering into this Agreement, that the Contractor's execution and delivery of this Agreement, and the Contractor's performance of its obligations hereunder including, without limitation, performance of the Services, will not conflict with or result in a breach of any covenants or agreements contained in, or constitute a default under, any indenture, agreement or other instrument or obligation whatsoever to which the Contractor is a party or by which the Contractor is bound.

7.15 Legal Advice. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT HAS BEEN APPRISED OF ITS RIGHTS TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE TERMS OF THIS AGREEMENT AND THE NATURE AND CONSEQUENCES OF THE TERMS THEREOF. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN GIVEN ADEQUATE OPPORTUNITY TO OBTAIN SUCH INDEPENDENT LEGAL ADVICE AND HAS EITHER OBTAINED OR WAIVED ITS RIGHT TO SUCH INDEPENDENT LEGAL ADVICE.

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first shown above.

TASIAST MAURITANIE LIMITED S.A.

[FULL NAME OF CONTRACTOR]

By: _____

By: _____

Name:

Name:

Title:

Title

I have full authority to bind the Company

I have full authority to bind the Contractor