

SCHEDULE A

Fence Installation, Repair & Removal

1.0 Requirements

During the term of this Agreement, Contractor shall perform the Services described herein. Except as otherwise provided in the Agreement, the Contractor shall supply all adequate and competent labor, including management, supervisory, technical, clerical, and craft labor; equipment materials and consumables; tools, plant, Equipment and testing devices; **temporary facilities including accommodation, offices, workshops and warehousing**; services and consultation; and, each and every item of expense, necessary to fulfill the Contractor obligations described in the Agreement.

The Services shall include all items necessary or incidental to the performance of the Services described herein even though such labor, equipment, materials and items may not explicitly be described in the Agreement but which are necessary for the efficient functioning of the operations, completion of the Services which are generally provided or performed in accordance with good professional and technical practice.

All Services shall comply fully with current revisions of all applicable documents forming part of the Agreement including without limitation, drawings, if any, specifications, manufacturers recommendations, standards and codes.

2.0 Services Description –

TMLSA is looking through for a contractor who will be responsible of fence installation, reparation, removal, and concrete demolition, and concrete formworks in Tasiast site

3.0 General Summary of Responsibilities

Refer to the following Schedules and sections of this scope of work for full details of the responsibilities listed hereafter.

3.1 Company Responsibilities

All as fully described in this Agreement and provided at Company cost unless noted otherwise.

- (a) *Access to Company facilities, equipment, accesses, materials as so on **ONLY** as described in Schedule A or A1.*
- (b) *Payment for Services in accordance with the details included in Schedule B and the General Terms and Exhibit E as applicable.*
- (c) *Access to Company bus or air shuttle transport for “**ONLY**” those personnel/positions set out in Schedule A or A1. No other Contractor personnel shall have access to Company provided transport to/from the Site.*
- (d) *Access to Company TTV camp for “**ONLY**” those personnel/positions set out in Schedule A or A1. No other Contractor personnel shall have access to Company provided camp and catering support.*
- (e) *Emergency evacuation costs shall be back-chargeable to the Contractor who should have evacuation insurance for all its personnel.*
- (f) *Access to Company medical clinic for routine medical services on a back charge basis as described in Schedule A or A1.*
- (g) *Access to Company medical clinic for work-related injuries/emergencies on a free of charge basis as described in Schedule A or A1.*

3.2 Contractor Responsibilities

- (a) *Performance of complete and independent Services including all necessary manpower, plant, equipment, consumables and materials.*
- (b) *Personnel administration, work permits, visas and medical examinations for Contractor's Personnel.*
- (c) *Temporary Contractor facilities and services including;*
- (d) *Power and lighting for construction and temporary facilities.*
- (e) *Communications systems.*
- (f) *Except where specifically set out in Schedule A or A1, transportation to and from the mine site for Contractor's Personnel, materials and Equipment including trucks, containers, man hauls and light vehicles.*
- (g) *All small tools and consumables including any and all special tools required to perform the Services.*
- (h) *Detailed survey for work area set out, excavation, filling, drainage, building structures, work and material measurement etc.*
- (i) *Safe work practices, safety and first aid Equipment and supplies including personnel protective equipment, fire protection equipment and wet weather clothing.*
- (j) *Security and protection including watertight covering and temporary fencing for Contractor's work areas, materials and Equipment.*
- (k) *Environmentally conservative operations, including regular clean up and disposal of wastes to the satisfaction of Company.*
- (l) *All necessary Government licenses, fees and permits required to perform the Services.*
- (m) *Certificate of Fitness for the staff mobilized to perform the work as described in the Scope of Services.*

4.0 **Conditions of the Site**

The Contractor has made all investigations and inspections that it deems necessary to perform the Services in accordance with this Agreement, and understands the administrative, technical, logistical, environmental, geographic, climatic, safety, health, security, regulatory and other difficulties applicable to the performance of the Services. It has the experience, resources, qualifications and capabilities at its disposal to perform the Services in accordance with this Agreement. More specifically, Contractor has inspected the Site and its surroundings and, as a result of careful examination, has satisfied itself as to any and all restrictions resulting from carrying out the Services on an operating mine site, the nature, extent and location of the Services, the formation and geology of the ground, the character, quality and quantity of the surface or sub-surface materials and structures to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the Services, the availability of labor, water, power, communications, roads and means of transportation, disposal, handling and storage of materials, the general local conditions, including weather conditions, and all other matters or things which may affect the execution of the Services.

Following its Site analysis, the Contractor shall submit a mobilization plan to the Company.

5.0 **Mobilization and Demobilization**

Contractor shall commence mobilization of Personnel and Equipment as per the Mobilization Plan approved by the Company on receipt and acceptance of Company's Letter of Intent, or upon the Company's execution of this Agreement document.

Contractor shall submit a claim for payment of mobilization following the complete execution of the Agreement and the completion of the mobilization phase and receipt by Company of any Performance Bonds requested herein, if any. Contractor's costs associated with mobilization and demobilization are included in the Compensation Tables shown in Schedule B and any supplements or Exhibits which document Compensation is deemed to cover all Contractor costs for mobilizing and demobilizing all of its personnel, equipment, materials, tools, facilities to or from the Site (including any redundancy pay to its employees and customs duties or taxes to bring or remove any equipment, materials, tools, facilities into or out of Mauritania or any other country,

region or jurisdiction).

The Contractor shall submit a demobilization plan to the Company, for approval, a minimum of 120 calendar days prior to the end of the current Agreement or as otherwise directed by the Company. It shall demonstrate the Contractor's plan and ability to remove its Personnel and equipment from the Site and to return the Company property no later than 30 days after the expiration of the current period of performance.

The demobilization plan shall identify:

- a) the method of transportation the Contractor intends to use to remove its Personnel and equipment, materials, tools, facilities from the Site and the timeline for accomplishing its demobilization;
- b) the number of Contractor Personnel to be demobilized;
- c) the equipment, materials, tools, facilities and specify whether the Contractor is requesting to leave any equipment, materials, tools, facilities on Site (requires Company approval), a list of such equipment, including its location, and the reasons therefor;

The Contractor shall demobilize and return its personnel to their point of origin.

The Contractor is not authorized to use Company-furnished transportation unless specifically authorized in this Agreement.

All Contractor equipment, materials, tools, facilities that are abandoned, lost or any unclaimed personal property that comes into custody or control of the Company after the demobilization period has ended, may be sold or otherwise disposed by the Company. The Company may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

If the Contractor abandons and/or waives its interest to any lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Company to remove or dispose the abandoned property.

The Contractor shall return all Company's property provided or made available under this agreement or through any separate agreement. The Contractor shall ensure that all employees, including all subcontractor employees, return installation and or access badges to the Company. The Contractor is liable for all cleaning, clearing and/or environmental remediation expenses incurred by the Company in returning the Site into its original condition.

6.0 Method Statement

Contractors Method Statement (Exhibit A-2) includes a detailed description of its plan for the complete performance of the Services and completion of the Work and shall include complete details of materials, Equipment, and key Personnel and resources that Contractor would use in its operations. The plan describes the methods to be used in carrying out each part of the required Services and Work.

Where Contractor operations are required to be coordinated with or interface with Owner's operations then at the request of Owner Contractor shall submit and update detailed method statements for the performance of the Services and completion of the Works on a regular basis for Owner approval.

7.0 Time Schedule Details

7.1 Work Schedule

Company wishes to commence the project within the earliest reasonable timeframe. Contractor shall ensure it reaches a stage of completion which satisfies the requirements for *Completion of Services / the issuance of a Certificate of Takeover/Practical Completion* by February, 2021_.

Contractors Work Schedule (Exhibit A-1) includes, details of its plan for the complete performance of the

Services and completion of the Services and requirements described in Schedule A1. At all times Contractor shall be required to coordinate its operations with Company's mining operations in order not to effect Company's mining and process production requirements.

7.2 Work Roster

Contractor shall establish work hours compliant with ensuring the timely completion of the Services in accordance with the Work Schedule including if necessary establishing double shifts on a seven (7) days a week twenty four (24) hour day basis to allow continuous performance of the Services. **[Pioneering work clearing or blasting shall not be performed during night-time hours]:**

8.0 **Safety**

Safety is Contractor's responsibility and accordingly Contractor shall ensure the highest standards of safety and accident prevention. In order to maintain a safe and healthy work environment Contractor shall comply fully with applicable Kinross/Tasiast Cardinal Rules (as provided at all inductions), Government Laws, codes, rules and regulations and the requirements of Company's Health and Safety Management System at all times during performance of the Services. The Health and Safety requirements as they relate to Contractor are presented in the Attachments.

Company shall have the right to stop work whenever safety violations are observed which could jeopardize the well being of personnel and equipment. The expense of any such work stoppage and resultant standby time shall be for Contractor's account. The failure or refusal of Contractor to correct the observed violation may result in the termination of the Agreement, and/or the dismissal from the Site of those responsible for such failure or refusal.

Company may, at its option, refuse or have removed any sub-contractor at any tier, which in the opinion of Company, poses an unacceptable risk of injury or illness to Company, Company's property or employees. The expense to Contractor of such refusal or removal shall be to Contractor's account.

8.1 Safety Induction and Site Orientation

All Contractor's Personnel shall complete a Company approved safety induction and Site orientation program before commencing work and shall include a minimum of one (1) day for each of its Personnel for the completion of this program. All safety equipment will be supplied by Contractor including but not limited to safety glasses, hearing protection, safety boots and hard hats and consumable safety items such as first-aid kits, wet weather equipment etc. Contractor shall also be responsible for the provision of specialist safety equipment applicable to the Services being provided by Contractor. Contractor shall keep the area of the works clear of rubbish, waste materials and debris at all times. If Contractor works at night it will provide adequate lighting to ensure safe working conditions and inspection.

8.2 Contractor Safety Representative

Contractor shall appoint a full time qualified Safety Representative who shall be responsible for initiating the Safety Program, ensuring that Site safety requirements and procedures are being communicated, conducting safety inspections of Services being performed, conducting weekly safety meetings with Contractor employees. The Safety Representative will also be responsible for a continuing survey of its operations, to ensure that the probable causes of injury or accident are communicated and that operating Equipment, tools and facilities are used, inspected and maintained for safety compliance.

8.3 Safety Reporting

Contractor shall report to Company and maintain accurate compliance, accident, and injury reports. Contractor shall provide to Company a copy of all reports, including those reports made to government agencies or insurance companies relating to any Site accident or injury.

8.4 TTV Clinic Access

All Contractor employees must report to the TTV Clinic for work-related injuries and treatment of work-related injuries shall be provided to Contractor free of charge.

- a. Work-Related Injury/Emergency shall be determined by the Senior Medical Officer on duty and are defined as:
 - i. *“Any physical harm to an individual which occurs from a single event or exposure during work-related activities”*
- b. All Work-Related Injury/Emergencies, no matter how minor, must be reported **immediately**. If they are not reported immediately, they will not be regarded as a work-related injuries.
- c. Disciplinary actions will be taken against those who do not report injuries or incidents as required by Company Health and Safety Policy.
- d. All evacuation costs, whether work-related or not, shall be at Contractor cost and Contractor must have evacuation insurance to cover such costs.
 - i. The Senior Medical Officer on site will have sole responsibility to determine if evacuation is required.
 - ii. Evacuation decisions for and logistics for Contractor expatriate personnel will be implemented as per Company’s Medical Evacuation Policy (refer Section 9.5 below).

All other use of TTV Clinic by Contractor employees shall be on a direct charge to the Contractor at the rates set out in Schedule A or A1. For clarity, the following TTV Clinic use shall be direct charged to Contractor:

- Emergency visits that are not work-related
- Non-emergency / routine visits
- All evacuation costs shall be charged to the applicable Contractor as noted above.

9.4.1 Direct Invoicing to Contractor:

- a. Monthly invoices will be sent to each Contractor detailing their non-work emergency and non-emergency / routine visits and charges
- b. Contractor shall have the option to pay the invoices or our A/P group will deduct the charges from amounts due to Contractor from Company

Company’s TTV Clinic facilities and services will be made available to Contractor’s Personnel, whether charged or provided free of charge as described above, are provided on a Good Samaritan basis, and Contractor shall not, under any circumstances, seek to hold Company liable for the lack of services or facilities available or for the quality of facilities and services rendered. Contractor further agrees to indemnify and hold harmless Company from any claims or demands made by any of Contractor’s Personnel against Company with respect to the provision of medical facilities and services (or the lack thereof). Contractor acknowledges that the Site is remote and that the medical facilities and services available at Site are limited.

In relation to medical referrals for services off Site Contractor shall be responsible for all matters in relation to such treatment and must pay directly to the off Site medical service provider. Company will accept no responsibility for such costs.

8.5 Expatriate Medical Evacuation Policy

This policy defines how expatriates working or visiting at Tasiast will be medically evacuated from Tasiast in the event of a medical emergency and where evacuation is determined required by Company’s clinic operator and the Senior Medical Officer (SMO) in charge. All expatriate evacuations shall be to either:

- Nouakchott, if so requested by Contractor’s evacuation insurance provider to meet their own evacuation charter service and only if the SMO agrees that this is an acceptable plan for the patient.
- Las Palmas de Gran Canaria, Las Palmas, Spain (Las Palmas).

This policy is applicable to all expatriate employees, expatriate contractors, expatriate visitors that are on site at TMLSA’s Tasiast mine site at the time of the medical emergency.

Company has private planes to support the movement of personnel between its mine at Tasiast and Nouakchott.

In a medical emergency situation the aircraft are capable of transporting patients in need of medical emergency treatment or transfer to the two locations specified above. To be clear, Las Palmas is the only foreign destination that TMLSA is able to evacuate expatriate personnel to.

In order to be efficient, and give the best treatment possible to the patient in a timely fashion all expatriate employees will be evacuated from Tasiast using the aircraft which **TMLSA** has at its disposal.

The SMO is the only person authorized person to make decision regarding expatriate evacuation based on their sole determination that an emergency medical condition necessitates the patient being moved via air to an appropriate medical center.

Company with the SMO's input will choose the best and most cost effective solution to move the patient from Tasiast to Nouakchott and/or Las Palmas as follows:

- Where Nouakchott is the determined evacuation transfer point to Contractors evacuation service provider, the patient will be flown on Company aircraft from Tasiast to Nouakchott and the SMO will maintain care and stabilization efforts until a formal handover to Contractors evacuation provider is concluded to SMO's satisfaction.
- Where Las Palmas is the determined evacuation location, the patient will either:
 - be flown on Company aircraft from Tasiast to Nouakchott to meet with a scheduled commercial flight from Nouakchott to Las Palmas to minimize cost where possible, or
 - where the SMO determines the medical emergency and/or patient condition or needs warrant the patient being moved on a dedicated flight directly to Las Palmas, Company will move the patient on its dedicated aircraft directly from Tasiast to Las Palmas.
 - Company will be responsible for the logistics of moving the patient from the mine at Tasiast to the hospital in Las Palmas. This includes ground transport from the Tasiast clinic to the airport, Air transport on a Kinross designated flight from the airport in Mauritania to the airport in Las Palmas and ground transport from the airport in Las Palmas to the medical facility in Las Palmas.

9.5.1 Spanish Visa Issues – Medical Evacuation

The following is applicable to patients who do **NOT** hold a passport or a Schengen visa allowing them to travel into Spanish territory:

Company has a system in place through its affiliate in Las Palmas, which will allow any patient to be accepted from any country whatever their visa status* into Las Palmas for emergency medical treatment. Company will take care of the bureaucracy regarding this. All patient's brought into Las Palmas using this system are required to sign a document acknowledging they are entering Spanish territory with a special immigration status and that they must not engage in any behavior which will jeopardize our good relationship with the Spanish authorities. Patients are restricted to travelling between the hospital, the hotel, the airport in Las Palmas and the Kinross offices. Patients are not allowed to drink alcohol or partake in social activities. Patients are expected to focus on getting well.

Patients who are brought to Spain using this special system **must be returned to Mauritania first** before they can travel back to their home countries for further recovery if applicable.

**** Please note that this does not cover any person who has been expelled from Spanish territory in the past and declared a persona non grata in Spain.***

Company will be reimbursed for all medical and logistics costs involving an Contractor expatriate medical evacuation from Tasiast to Nouakchott and/or Las Palmas.

All contractors, sub-contractors, consultants and visitors shall not travel to Tasiast to perform any work or attend meetings or seek business opportunities unless they have a medical insurance plan in cover which will cover them for any medical and logistical costs involved in a medical evacuation. Where they chose to travel to Tasiast without such a plan in place, their Contractor or employer or the individuals

themselves will be expected to reimburse Company for these costs.

8.6 Pre-Deployment Medical Testing / Fitness for Work

Contractors shall ensure each of its employees assigned to work at Tasiast have pre-employment medical testing performed and fit for work certificates issued and signed/stamped and dated by a certified pre-employment medical provider of Contractors choosing. The following requirements shall apply:

- a. Pre-Deployment Medical Testing shall follow the testing criteria set out in Exhibit A-1.
- b. Medical test results and fit for work certificates shall be valid for 1 year only from the date of issue.
- c. Contractor must maintain the valid original medical test results and fit for work certificates in its files and make available for review by the Company’s Medical services provider (“the “Medical Provider”) on site when requested.
- d. The Medical Provider may request the medical certificate of certain Contractor employees randomly selected.
- e. Contractor shall ensure that all its employees have formally agreed to grant access of their medical records to the Medical Provider where so requested.
- f. Contractor shall submit the original medical test results and fit for work certificates for the randomly selected employees directly to the Medical Provider within 3 calendar days of request.
- g. Where the Contractor is unable to submit the valid original medical test results and fit for work certificates in timeframe required, or where Medical Provider does not feel the provided documentation is sufficient to ensure the Contractor employee is fit for work for whatever reason, or where the validity date has expired (e.g. 1 year from date of issue) Contractor shall have the options as follows:
 - i. Have the employee report for a medical check at Medical Provider clinic at site at a cost of \$150 billed directly to the Contractor or deducted from amounts due Contractor at Company’s discretion.
 - 1. The employee shall not be allowed to work until test results are evaluated by Medical Provider.
 - 2. If the employee is deemed fit for work, he may return to work.
 - 3. If the employee is not deemed fit for work he must be removed from Tasiast and replaced as quickly as possible by the Contractor.
 - ii. Remove the selected employee from site until such time as Contractor can provide pre-employment medical testing results and fit for work certificates issued and signed/stamped and dated by a certified pre-employment medical provider which is deemed satisfactory by the Medical Provider at their sole discretion.
- h. In all scenarios, only when/if the Medical Provider is satisfied, in their sole discretion, that a selected Contractor employee is fit for work shall the Contractor employee be allowed back to work.
- i. Contractor shall indemnify Company for any delays in completion of the Services caused by removal of Contractor personnel.
- j. Contractor shall not be compensated for work days missed by the Contractor personnel.

8.7 Fines for Safety Violations

The following fine structure applies to all Contractors on site and shall be monitored and enforced by Company’s Safety department.

DESCRIPTION	UNIT RATE (MRU)
MINOR SAFETY INFRACTIONS	2,000.00 MRU
SERIOUS SAFETY INFRACTIONS	6,000.00 MRU
MAJOR SAFETY INFRACTIONS	12,000.00 MRU

(a) Minor infractions - include but are not limited to traffic violations such as speeding of 10 to 20 kilometers above speed limit, not obeying traffic signs, not using PPE, not complying with site rules, not submitting reports required in the contract on time, or missing the card of the room or the ID card/Badge.

(b) Serious infractions - include but are not limited to serious traffic violations such as speeding in excess of 20 kilometers, not obeying traffic signs or other safety related rules and procedures resulting in, or could have resulted in, an accident, submitting reports up to two weeks late.

(c) Major infractions - include, but are not limited to, such infraction as traffic violations of excessive speed or violating site traffic rules which result in a serious or major accident; non-compliance with site safety rules and standards which do or could have under slightly different circumstances resulted in major harm to people, property, processes e.g. Use of hand-made tools or tools in poor condition, Equipment without guards or protective devices, Working in high-risk conditions such as confined spaces, working at heights, work with energy sources, working in excavations without following the procedure, failure to immediately report (within the next 60 minutes) any accident, Workers working under the effect of alcohol or drugs.

9.0 Environmental Management

Contractor shall observe and obey all Environmental Laws, Company's Environmental Management Policies and Procedures for the performance of the Services. If Contractor is performing civil or construction work, or work that involves certain specific interactions with the Environment then prior to commencement of the Services, Contractor may also be requested to provide a Construction Management Plan (CMP). In addition, if Contractor is storing, transporting and/or handling bulk hazardous chemicals or hydrocarbons, then prior to the commencement of Services, Company may also request a Construction Management Plan (CMP) and an Emergency Response Plan (ERP) from the Contractor. The Emergency Response Plan shall describe the emergency response roles and responsibilities, notification procedures, equipment and training to be employed by the Contractor.

Contractor agrees to provide necessary detailed environmental orientation and ongoing environmental monitoring and training to its Personnel, and to ensure the compliance by such Persons with the environmental requirements and Company's standards. Contractor shall report to Company, as soon as reasonably practicable after having knowledge thereof and in no event later than three (3) days after such occurrence, any violation of the environmental requirements and Company's standards.

Company shall have the right to stop work whenever environmental violations are observed which could jeopardize the well being of the Environment or may impact the Company's company reputation. The expense of any such work stoppage and resultant standby time shall be for Contractor's account. The failure or refusal of Contractor to correct the observed violation may result in the termination of the Agreement, and/or the dismissal from the Site of those responsible for such failure or refusal.

Company may, at its option, refuse or have removed any Sub-contractor at any tier, which in the opinion of Company, poses an unacceptable risk to the Environment. The expense to Contractor of such refusal or removal shall be to Contractor's account.

Should the Contractor fail to effect the implementation of any of the environmental management activities required by the CMP, or any environmentally related instruction from Company after having received written notice to do so, Company shall have the right without further notice to Contractor to perform, or cause to be performed by others, such activity on behalf of, at the risk of, and at the expense of the Contractor.

All wildlife in and surrounding the Site are protected and should not be disturbed (including lighting of any fires, clearing or felling of trees etc.) without prior Company approval. Access to Company reclamation and

water management areas is restricted to only Company approved personnel.

Contractor shall not, nor shall it permit or allow any Subcontractor, to, bring any Hazardous Materials (as defined below) on the Site (except such hazardous materials that are necessary to perform the Services, so long as the same is done in compliance with Applicable Law, and all necessary permits have been obtained prior to mobilization). Contractor shall document any and all Hazardous Materials anticipated to be used on Site as part of the Services, which documentation shall be provided to Company prior to mobilization or arrival of such materials at Site. Contractor shall also inspect and formally document the arrival and removal of said materials, which documentation shall be provided to Company.

Contractor shall not cause or permit, in connection with the Services, the discharge, emission or release of any hazardous substance and/or waste, pollutant, contaminant, or other substance (collectively, “Hazardous Materials”) in violation of any Applicable Law or Applicable Codes and Standards. Contractor shall be responsible for compliance with all hazardous waste, health and safety, and environmental protection laws, including but not limited to laws regulating the disposal of Hazardous Materials. Contractor warrants that it and its Personnel will comply with all applicable hazardous waste procedures and, if required by Applicable Law, obtain or arrange for at its expense all identification numbers, permits, applications and other things required in connection with its use of Hazardous Materials.

Contractor agrees that it will not store any Hazardous Materials at the Site for periods in excess of ninety (90) days or in violation of the applicable Site storage limitations imposed by Applicable Law, Applicable Codes and Standards or Company, whichever shall be the most restrictive. Contractor shall be responsible for collecting, handling, storing and removing from the Site and areas adjacent thereto, and for properly disposing of, in a timely manner in compliance with this Agreement and Applicable Law and Applicable Codes and Standards, Hazardous Materials that are brought onto the Site by Contractor or its subcontractors. Contractor shall be responsible for releases of Hazardous Materials (i) that are brought onto the Site by Contractor or its subcontractors, (ii) the presence of which was identified by Company to Contractor, unless the release was caused by Company or (iii) where the release was caused by the negligent acts or omissions of Contractor or its subcontractors. In the event Contractor encounters on the Site material reasonably believed to be Hazardous Materials (other than Hazardous Materials brought onto the Site by Contractor), Contractor shall immediately report the condition to Company in writing. In such event and except as provided above, Company will be responsible for collecting, handling, storing and removing such Hazardous Materials from the Site and areas adjacent thereto, and for properly disposing of same.

Contractor shall include in all Subcontracts the obligation on the part of each Subcontractor to indemnify, defend and hold harmless Company, Contractor and their respective Affiliates, subsidiaries, successors, assigns and Personnel, from and against any all Losses that arise from or out of such Subcontractor’s use, handling or disposal of Hazardous Materials on the Site.

Contractor shall require each Subcontractor to segregate and dispose of all non-hazardous wastes and Hazardous Materials generated or encountered during performance of the Services at Company-identified disposal facilities that are approved and permitted to receive such wastes and Hazardous Materials. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including Personnel of Company, from any exposure to or hazards of Hazardous Materials generated or utilized in performance of the Services.

9.1 Clean-up and Decommissioning

Contractor shall at all time keep work areas, workshops, offices, camps and lay-down areas in a neat, clean and safe condition. Contractor shall remove from these areas and properly dispose of all debris and rubbish caused by its operations and all equipment and material not constituting part of the Services. At the completion of the Services, Contractor shall promptly remove its Equipment, temporary structures, debris, and excess materials from the Site and leave all areas in a neat, clean and safe condition in accordance with all environmental permits, and the Applicable legislation, and this Agreement. Bulk fuel and chemical containment areas are to be demolished in the presence of Company’s Environmental Department representative to verify that no releases

have occurred, and if indicated, Contractor will be required to perform sampling, analysis and clean-up at Contractor's expense. Disturbed areas are to be contoured for drainage and left in a neat condition. Prior to final demobilization Contractor must obtain a written clearance from Company's Environmental Department and Supply Chain (Logistic) Department..

9.2 Waste Management

Contractors must manage waste consistent with Kinross Environmental Management System. Contractor shall adopt the principle of reduce, re-use, and recycle to minimize waste production. All Contractor waste shall be disposed of in a manner and to areas or receptacles prior approved by Company. Contractor shall be responsible for correct and environmentally sound practices in relation to the handling, storage and disposal of all hazardous and non-hazardous waste products to Company approved areas/receptacles accumulated as a result of the performance of the Services. Contractor shall coordinate with Company in relation to the disposal of hazardous waste prior to required removal of any such waste from Site and disposal according to Government regulations.

9.3 Chemical and Hydrocarbon Management

Contractors must manage chemicals and hydrocarbons consistent with Kinross Environmental Policies and Procedures. Contractor shall provide properly lined secondary containment structures around all chemical and hydrocarbon storage tanks, drums and other containers. Containment structures must hold 110% of the largest contained material volume and shall have provision or procedures to control and/or treat meteoric rainfall. Tank and containment area outlets should be fitted with appropriate shut-off valves. Contractor shall take all available measures to the satisfaction of Company's Environmental Department to prevent the spill of any environmentally damaging materials and shall maintain an adequate supply of readily available clean-up materials in the event a spill should occur. In the case of bulk chemical storage, transport or handling. All spills, other than freshwater, must immediately be reported to Company and confirmed in writing in using the environmental alert and spill report forms. All spills are to be cleaned-up and prior to the end of shift, or as soon as possible for larger spills. Cost of clean up and or remediation of any contaminated site caused by the Contractor's failure to prevent the incident should be borne by the Contractor, including all cost incurred by Company's effort to clean up. Clean up of any spill and or contamination should be completed to Company's satisfaction.

Chemicals shall be selected with consideration to minimize potential impacts to the environment and the generation of hazardous waste streams. Contractor shall submit to Company, prior to shipment, Material Safety Data Sheets for all materials that manufacturers provide such data sheets for and which will be received and/or stored at the Site. Contractor shall identify all hazardous materials to Company, including those materials which manufacturers do not provide Material Safety Data Sheets. Hazardous materials shall be defined as those materials declared to be hazardous by the Government and any materials that are; explosive, toxic, inflammable, infectious, reactive, or corrosive. Radioactive materials including testing equipment containing such material must comply with specific Government approval and permitting requirements prior to being sent to Site. Company may refuse the use of some chemicals on-site.

9.4 Water and Air Pollution

Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substances or materials into any stream, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife. Vehicle and Equipment washing shall only be carried out in a location approved by Company. Contractor shall so perform its Services as not to discharge uncontrolled or untreated materials into the atmosphere such as smoke, dust, or other air contaminants.

9.5 Dust Control

Contractor shall operate and maintain on a continuous basis an effective dust control program at all of its specific assigned work areas, storage, staging and camp areas, and auxiliary roads into such areas. Industry accepted methods of dust control suitable for the area involved, such as water sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted. Dust control for the Site primary access roads, general operating areas, and main Mine area access and haul roads shall be provided by Company.

10.0 Security Rules

In order to maintain a secure work and living environment at the Site, Company has security rules that must be followed by all Contractor personnel and subcontractors. Contractor will comply, and will enforce compliance by all its Sub-contractors, with the security rules. Non compliance with site security rules will result in removal from site. Also suspected involvement or complicity in any activity deemed inappropriate (e.g. theft, vandalism, harassment or threats) shall be investigated and those involved subject to removal from site if reasonable evidence found.

Required compliance with the security rules notwithstanding, Contractor is responsible for the security of its workers, worker's personal effects, tools, materials and Equipment on (and to and from) the Site. All small tools and construction Equipment belonging to Contractor must be clearly identified as such. Tools, including personal tools, and personal effects are subject to inspection and checking at the various security gates.

Personal identification badges shall be provided to Contractor's Personnel in conjunction with the Site orientation and safety induction program for Personnel working either directly or indirectly under Contractor's supervision. These badges must be worn conspicuously by these employees at all times when on the Site. Personnel without identity badges shall be refused access to the Site. Replacement fees for lost or damaged ID Badges or Badges not returned at the completion of services or demobilization of Personnel shall be charged \$50.00 per badge to the Contractor account.

10.1 Joint Occupancy and Area Limits

The roads to the various work areas at Site will be used jointly by Company and all contractors. Company will designate the boundary limits of access roads, parking areas, storage areas, mining areas, and construction areas including those specifically relating to and approved for use by Contractor. Contractor shall not trespass in or on areas not so designated or otherwise restricted. Contractor shall be responsible for keeping all of its Personnel out of areas not designated for Contractor's use. In the case of isolated Services required to be carried out by Contractor located within such areas, Contractor shall apply and Company will issue permits to specific Contractor's Personnel to enter and perform the Services.

Contractor shall be responsible for all traffic control and related notifications and signage related to any road disruption or closures during the performance of the Services. Company's main access roads shall not be closed at any times. All other road closures or disruptions shall be coordinated with Company prior to disruption.

11.0 Contractor Resources Quantities / Rate of Progress

Contractor shall proceed with the Services with due expedition and without delay. Contractor shall be responsible for ensuring adequate resource (labor, Equipment and materials) quantities (regardless of those anticipated herein) for the successful and timely performance of the Services and completion of the Work and shall be responsible for making any adjustments, amendments or supplements so as not to hinder the successful completion of the Services or delay or cause detriment to Company's mining and process production. Contractor anticipated resource quantities are provided in conjunction with information provided in Schedule A1 and Schedule B.

12.0 Contractor Personnel

Except as otherwise noted herein, Contractor shall furnish all labor required for the performance of the Services. Contractor represents that it has sufficient qualified Personnel and facilities within its organization to perform the Services. The Contractor shall employ or engage only such Personnel, suppliers and Sub-contractors who hold appropriate licenses, certificates, permits and qualifications, and are skilled and suitably qualified to perform their craft or profession. All Personnel engaged in the Services at the Site shall have proper work permits, documentation and visas to allow them to work at the Site. Contractor shall be responsible for arranging all necessary permits, documentation and visas for its Personnel sufficiently in advance so as not to delay the Project. Contractor shall bear all costs associated with or caused by the failure of its personnel to have required work permits, documentation and visas.

Contractor must provide the Company with a list of all proposed personnel prior to those individuals starting to work for the Company's review and approval. The Company reserves the right to deny access to its property to any individual. This right is arbitrary and absolute.

Contractor agrees that the Personnel identified in Exhibit A-3, as from time to time amended, shall not be transferred, reassigned or replaced by Contractor without the prior written consent of the Company. The Personnel identified in Exhibit A-3 shall devote their full time to the Services and shall not perform any other work for any other Person while at the Site or during vacations or time off. Company shall have the right at any time to require Contractor to replace any Personnel (including the Personnel identified in Exhibit E-1) for incompetence, insubordination, failure to follow Company's policies, rules or regulations, violation of Applicable Law or other similar cause, with another employee acceptable to Company. Contractor shall not temporarily use Personnel for other projects without the express approval of the Company. Nothing in this section shall be construed to mean that Personnel of Contractor are prohibited from performing other work for Contractor during those periods when they are not required to perform the Services

At Company's request, copies of such licenses, certificates, permits shall be supplied to the Company prior to or upon arrival of such Personnel at Site.

12.1 Contractor Personnel Employment Conditions

Contractor shall ensure proper management of its Personnel and its industrial affairs at Site. Contractor and its suppliers and Sub-contractors shall comply with the minimum employment benefits and conditions as required by Applicable Law for the region of Mauritania, this includes;

- (a) Prohibiting all forms of discrimination in employment;
- (b) Signing a written Employment Contract with any employee working for Contractor;
- (c) Hiring only major persons aged at least 18 (eighteen) years at the signing of their contract with Contractor;
- (d) Ensuring that any employee of Contractor shall have a medical certificate to be renewed annually;
- (e) Ensuring that any employee of Contractor benefits from a thorough, adequate health insurance;
- (f) Undertaking to pay to Contractor's employees for all hours worked including overtime in adequacy with the relevant applicable Mauritanian Labor Legislation;
- (g) Undertaking to register all our employees with the CNSS and to pay social contributions relating thereto;
- (h) Ensuring that a monthly legal pay slip is given to each employee at the end of the every month and that the payment of wages is carried out in accordance with the time limit set by law;
- (i) Ensuring that any employee of Contractor benefits from an annual leave on a regular basis;
- (j) Ensuring that any non-national employee of Contractor complies with the national legislation on immigration (work Permit, Residence Card or visa);
- (k) Ensuring that any form of dismissal is conducted in a manner that is respectful of the laws in force, and ensure that for cases of termination of contract, a full and final settlement and a certificate of work are issued.
- (l) Ensuring payment of at least the statutory minimum wage rates in effect in Mauritania.
- (m) Obtaining deviation permits for non-standard regulation work requirements and work hours.
- (n) Only using approved worker employment agreements.
- (o) Completing regular reporting requirements.

Contractor accepts that audits may be carried out by the HRD of Company on a regular basis in order to monitor their implementation of all the above Contractor Personnel Employment Conditions. Any failure will be reported to the management of the Contractor concerned and may if necessary be subject to corrective measures up to an including Termination of the Agreement.

Prior to commencing any Services, the Contractor must submit to Company for approval copies of their standard form(s) of employment agreement proposed to be used at Site and which have been prior stamped and approved by the government of Mauritania.

Where the Services being provided by Contractor must interface with Company's operations then Contractor must coordinate its Personnel work rosters and leave schedules with that of Company.

12.2 Local Labor and Businesses

The Company must recruit primarily Mauritanian personnel and contract with national suppliers, if quality and pricing conditions are equivalent.

12.3 Notices and Reports of Personnel Matters

(a) Personnel Disputes: Contractor shall keep the Company fully informed of:

- (i) Any dispute with its Personnel which may lead to a disruption of Services or Company's operations.
- (ii) Any dispute that arises amongst its Personnel or between the Contractors' Personnel and the employees of Company or any third party (including any Sub-contractor).

12.4 Fines Related to Contractor Personnel

Contractor has agreed to perform the Services as specified herein and has indicated the manpower requirements (including list of specific personnel employed by Contractor for these Services) to complete the Services in the timeframe required. Additionally, Contractor has committed that it employs additional qualified personnel that may be mobilized quickly to support planned and unplanned peaks in Services activity. Based on these understandings the following fines shall be applicable should Contractor not be able to fulfil its responsibilities in relation to Contractor personnel:

DESCRIPTION	UNIT RATE (MRU)
UNAUTHORIZED CONTRACTOR EMPLOYEE ABSENCE	2,000.00 MRU
CONTRACTOR EMPLOYEE REPLACEMENT DELAYS	2,000.00 MRU

Unauthorized Contractor Employee Absence: If an unauthorized absence of a Contractor Employee occurs, the Company shall notify the Contractor and ask for a replacement with a Contractor Employee of similar skills, qualifications and certifications. A penalty per day and Contractor Employee shall be charged to the contractor due to unauthorized absence. The amount of days of penalty shall be calculated from the day after the notification of absence is submitted by the company until the day before that the position is covered again by the contractor, both days included.

(e) **Remove/Replace for Cause:** In the eventuality that a person does not comply with safety regulation, camp regulation or if TMLSA believes that a person is not apt to conduct the work properly, the Contractor shall remove the person within 24 hours after the notification and replace the person within 48 hours after the notification of the company at the Contractor's expense. The amount of days of penalty shall be calculated from two days after the notification is submitted by the company until the day before that the position is covered again by the contractor, both days included.

(f) **Contractor Personnel Increase/Decrease:** The number of Contractor Employees can be increased or decreased according to the Company requests and needs. In the eventuality that the company requires more Contractor Employees to be on site, the Contractor shall move to site the amount of Contractor Employees requested by the Company within 72 hours after the notification of the Company at the Contractor's expense. The amount of days of penalty shall be calculated from three days after the notification is submitted by the company until the day before that the positions are covered by the contractor, both days included.

13.0 **Organization and Manning Chart**

Contractor shall provide updated organization and manning documents and details to Company on a regular basis.

14.0 **Mobile Equipment and Personnel Transportation**

Unless otherwise specifically noted in Schedule A or A1, Contractor shall be responsible for all matters and costs relating to transportation of Contractor's Personnel to, from and whilst at Site including arranging and coordinating travel arrangements.

All light vehicle and man-haul transportation shall be the sole responsibility of Contractor. All man-haul vehicles shall be fitted with secure and enclosed seating and suitable roll bar protection.

The restricted use of vehicle on Site will be enforced and only vehicles absolutely required for the performance of the Services will be allowed on Site. The Vehicles must be approved in writing by Company prior to being brought to site.

The maximum speed of vehicles on site is fifty kilometers per hour in posted locations. Vehicle speed in other areas will be limited to clearly posted speed signage. The use of seatbelt is mandatory when driving on Site. Infractions for speeding will result in disciplinary actions, including permanent removal from Site for continual disregard thereof.

The Company shall provide to the Contractor, at no cost, the fuel reasonably required by the Contractor's Site based equipment and vehicles required to perform the Services at the Site as follows:

- Heavy equipment based on Site,
- Support equipment based on Site (maintenance vehicles, welding units)
- Light vehicles that do not leave Site prior to demobilization.
- Gensets and other miscellaneous equipment based on site.
- Busses or other Site based transport vehicles that do not leave Site prior to demobilization.

Only the above type of Contractor equipment/vehicles listed in Schedule A or A1 shall be have access to Company provided fuel. Schedule A or A1 shall be kept up to date by Company and Contractor for any Changes to the Services that require addition or reduction of approved equipment/vehicles.

Site based Contractor equipment/vehicle eligible for Company supplied fuel shall require readily identifiable Contractor ID#/Placard. Each approved equipment/vehicle shall also require a LMS Fuel Access badge to be placed thereon by Company. An inspection of the equipment/vehicle by Company shall be required prior to LMS Fuel Access badge approval and placement.

LMS Fuel Access badges must be returned upon demobilization of the equipment/vehicle with failure to do so resulting in a \$150 fine to Contractor for each non-returned badge.

The following Contractor equipment and vehicle types shall not have access to Company provided fuel:

- non-site based light vehicles that arrive and depart site daily or routinely or occasionally,
- non-site based employee transport buses/manhails that arrive and depart site daily or routinely or occasionally,
- demobilization transport vehicles,
- any other not site based equipment or vehicle.

For these vehicle types, Contractor must arrange and obtain its own fuel from offsite locations.

The Contractor represents and warrants that the fuel provided by the Company hereunder shall only be used by the Contractor for the purpose of performing the Services within the Site perimeter, unless with the prior written consent of the Company.

The Contractor acknowledges that the Company may suspend the provision of fuel at any time if it reasonably believes that the Contractor has committed a breach of fuel use rules as described above; such suspension shall continue until such time as the breach has been remedied. For the avoidance of doubt, any suspension pursuant to this clause shall not constitute a Force Majeure Event or other justification for any non-performance of the Contractor pursuant to the Agreement, and shall not limit in any way the Company's other rights and remedies pursuant to this Agreement or at law including, without limitation, the Company's right to terminate this Agreement for a breach by the Contractor. In no event shall the Contractor be entitled to any damages, including loss of anticipated profits, on account of any suspension pursuant to this clause 11.3.

Without limitation to the Contractor's obligation to indemnify the Company pursuant to the General Indemnity clause of the Agreement, the Contractor shall indemnify and hold harmless the Company and its affiliates, and their respective Representatives from and against all Losses that the Company and any of its affiliates and their respective Representatives may suffer, sustain or incur as a result of a breach of fuel use rules as described

above by the Contractor or any of its Representatives including, without limitation, fuel misappropriation or theft (whether or not involving fraud).

[The Contractor shall ensure that all mobile plant and vehicles are roadworthy, registered with the local Government authorities and have been inspected, approved and registered to enter Company's Site in accordance with Site procedures. Contractor drivers and operators shall be experienced and capable of operating the necessary Equipment required to complete the Services. Drivers (including heavy Equipment operators if travelling on Company's primary access roads must have both local and Company Site licenses. Contractor's employees will be required to pass Company's standard written and practical driving test. Licenses will only be granted to Personnel for whom, in the sole opinion of the Company, it is necessary to have a license. Personnel without Company's Drivers' Licenses shall not be permitted to drive within Company's Site. Contractor must allow to book a minimum of five (5) days in advance for obtaining Company required vehicle and driving licenses.

15.0 Contractor's Plant and Equipment

Contractor shall furnish all tools and equipment necessary and appropriate for the timely and safe completion of the Services. Contractor shall be responsible for damage to or destruction or loss of, from any cause whatsoever, all tools and equipment owned, rented or leased by Contractor. Tools and equipment obtained or furnished by Contractor shall be in first-class operating condition, safe, fit for their intended uses and suitable for the safe, legal and efficient performance of the Services. Such equipment shall be subject to inspection from time to time by Company. If Company determines that any such equipment does not conform to the requirements of this Section, Contractor shall promptly replace such tools and equipment without additional cost to Company and without delaying the schedule for performance of the Services.

If Company allows use of its equipment, tools, rigging, blocking, hoists or scaffolding to Contractor, such use shall be made on an "as is" basis and at Contractor's sole and exclusive risk. Contractor shall maintain and return in the same condition as received any such equipment, tools, rigging, blocking, hoists or scaffolding, reasonable wear and tear excepted. Contractor assumes all responsibility for and agrees to indemnify and hold Company harmless from and against any and all Losses arising out of or resulting from such use. This Section shall not be construed or deemed to permit any such use by Contractor without the prior written consent of Company. Contractor shall not use Company's equipment, tools, rigging, blocking, hoists or scaffolding without Company's prior written consent.

Contractor details of all major Equipment (including operating envelopes and performance specifications) to be used in the performance of the Services including the current location of the Equipment and allowed durations and methods for mobilizing to Site are included in Exhibit A-4. Other than where specifically stated as provided by Company, Contractor is responsible for providing all necessary plant and Equipment (including all mobile and fixed Equipment, all temporary construction Equipment, all scaffolding, formwork and the like Equipment) preventative maintenance, servicing and repairs and all associated spare parts and consumables for its Equipment. Contractor shall ensure reasonable and sufficient quantities of spares are maintained on Site to support its Equipment in order to minimize downtime and any delays to Company's operations and the completion of the Work.

All Contractor vehicles and Equipment at the Site shall prominently display Contractor's name and the vehicle number. Light vehicles and Equipment operating at Site are required to meet Company's safety inspections and be registered with Company prior to entry into service and may be required to be fitted with specialized safety equipment, including whip antennas, lights, fire extinguishers etc., all as determined by Company's Safety Department. Only 4x4 vehicles shall be allowed access to the mine area. All mobile, self-propelled, and any other Contractor Equipment which in accordance with Company's HSLP policies requires a licensed operator must also undergo a pre-start inspection by Company prior to use at Site.

Contractor shall include for periodic disruptions to movement of Contractor's Equipment operating in/via the mine pit area. Contractor shall be required to obtain Company's prior approval for all Equipment movements in

this area and for movement of any heavy Equipment along Company's primary access roads.

Contractor shall provide and use only such plant and Equipment as are capable of producing the quality and quantity of Services required by the Agreement and within the time or times specified in the Agreement. Contractor's Equipment, and that of its Sub-contractors, shall at all times be in safe and good working order. Use of Equipment not meeting these standards, as determined by Company, shall be discontinued until repaired. Company reserves the right to direct Contractor to immediately remove sub-standard Equipment from the Site. Contractor shall not remove from the Site any Equipment unless all work for which it is required has been completed.

16.0 Contractor Materials

All materials and consumables required for the performance of the Services (other than that described herein as being provided by Company) shall be provided by and the responsibility of Contractor, and shall include all procurement and materials management functions including, purchasing and expediting of materials, delivery, storage, and distribution at the Site.

Contractor shall be responsible for the safe and correct storage, protection and distribution of all materials supplied by Company or Contractor as part of the Services until the Services or part thereof are completed and/or handed over to Company.

17.0 Contractor Provided Temporary Facilities and Services

Contractor shall provide all necessary temporary facilities in order to successfully perform the Services. All Contractor provided facilities at Site shall be subject to the prior approval of Company and shall generally be required to be of an equivalent type and standard as that of Company's own facilities. Contractor facilities shall comply with minimum Company determined standards in relation to design, construction, health, safety, security and environment. Contractor identification signage, notices and the like shall also be subject to approval of Company for location and quantity. All temporary construction buildings shall be constructed with fire warning systems & firefighting equipment.

17.1 Facility Location

Contractor shall have the right and authority to occupy and use designated areas as determined by Company. It is envisaged Contractor's temporary facilities shall be constructed by Contractor in the area. Contractor shall use its areas solely for the purpose of constructing and operating facilities for and in connection with the provision of the Services to or for the benefit of the Company's Project.

Company does not object to the Contractor using any excess capacity at its facility to its benefit in the support of other contractor's at the Site on the strict understanding that in so doing there would be no adverse effect on the level of support required by Company and that Company would be given priority at all times.

The Contractor shall permit Company authorized personnel at all reasonable times and from time to time to enter in and upon the Contractor's areas and Contractor's facilities to inspect the facilities and/or Contractor's operations and to ascertain whether the Contractor is duly performing its obligations under this Agreement, and for any other reasonable purpose whatsoever.

17.2 Office Facilities

[During the performance of this Agreement, Contractor shall maintain a suitable office at or near the Site which shall be the headquarters of a representative authorized to receive information, documents, instructions, or other communications or articles. Any communication given to the said representative, or delivered at Contractor's office in his absence, shall be deemed to have been delivered to Contractor. Contractor shall provide and maintain at the office all necessary office furniture and Equipment, including but not limited to sufficient communications, computers and reproduction Equipment, to support performance of the Services]

17.3 Temporary Services and Utilities

Contractors shall include to provide all power, lighting, communications, water, sewage and waste disposal services for all of its facilities. Sewer treatment plant shall incorporate an “ozonator” process. Portable ablutions may be used in temporary construction and fabrication areas provided they are regularly attended and maintained. Before completion all work location ablution facilities shall be removed and their areas disinfected and filled. The location of all temporary work location ablution facilities are subject to approval by Company.

Where Services are performed at night or where daylight is sufficiently obscured to have effective vision, industrial lighting shall be made available. All electrical wiring shall be subject to Company approval, installed and maintained in a proper manner, securely fastened in place at all points, and shall be kept as far as possible from communication lines and explosive firing wires.

17.4 Dewatering and Drainage

Contractor shall provide proper and adequate dewatering and drainage for its facilities, work areas, excavations, access roads, borrow pits, storage, parking and fabrication areas including furnishing all necessary well points, pumps, and piping for water disposal to Company designated drainage areas. Contractor shall furnish all necessary surfacing material to avoid loss of time due to muddy conditions.

18.0 **Transport**

Except as expressly provided otherwise in this Agreement, Contractor shall be responsible for freight and delivery of its materials and Equipment to and from Site and to and from Contractor’s work locations and facilities at the Site. Contractor shall liaise with Company logistic and warehouse personnel to obtain approvals for mobilization of all Equipment and materials. In addition, for purposes of satisfying any Government importation requirements, all Equipment and materials shipped to or from Site must be itemized in detail on a shipping manifest and reviewed and approved in advance of shipment by Company.

All Contractor materials and Equipment shall, where possible, be shipped to/from Site and transported at the Site in standard twenty (20) foot containers and shall be packaged in accordance with the details included in the Attachments. **Unless stated specifically elsewhere, all crange for loading and unloading shall be Contractors responsibility to provide.**

19.0 **Importation of Equipment**

All temporary importation related to the Services and for delivery to Site of any of its materials and Equipment shall be imported through Company’s exoneration List and coordinated through Company’s nominated freight forwarding contractor unless otherwise specifically agreed. Temporary import documentation and related arrangements, bank guarantees, customs clearance, import duties and associated taxes and permits shall be coordinated through Company’s logistics department and/or nominated freight forwarder. Contractor shall provide all necessary descriptions, manifests, photographs and the like that are required to import materials and Equipment. Contractor shall also arrange for and be responsible for the export of any materials and Equipment upon expiration or termination hereof. Company will not be liable for any taxes or duties on equipment or materials that Contractor does not export out of the country upon completion of the Services. That is, if Contractor chooses to leave or sell its equipment/materials in Mauritania upon completion of the Services then Contractor is responsible for and shall pay any taxes or duties applicable to their equipment that becomes payable due to not re-exporting the equipment or materials.

Any equipment Contractor imported through Company exoneration list must be re-exported to ensure no additional duty or tax payments required. Should Contractor choose to leave any such equipment in Mauritania then the Contractor is responsible to ensure the status of the equipment is appropriately changed and removed from Company’s exoneration list (status changed) and put solely into Contractors name and Contractor shall be responsible for any pay any duties or taxes that result from such change in status.

20.0 Protection of the Operations

Contractor shall take all practical precautions and provide protection to safeguard the Work, and all operations, materials and Equipment to be utilized in the performance of the Services and completion of the Work against corrosion, mechanical damage, inclement weather and the like during storage, fabrication, erection and utilization at the Site until such time as they have been handed over to Company and including the provision of proper fencing, lighting, guarding and overseeing of the Work.

Contractor shall also be responsible for the provision of temporary roadways, footways, scaffolding, guards and fences to the extent rendered necessary or expedient by reason of the Work, for the erection of appropriate notices and signs thereon, and for the accommodation and protection of pedestrians, vehicles, and other Persons and property at or in the vicinity of the Work. Contractor shall be responsible for the protection of any existing Work or work in progress, whether conducted by Company or third parties, which may be liable to suffer damage directly or indirectly from the Services being performed by Contractor. Contractor shall comply with any instruction issued by Company for the protection and safety of the operations, materials and Equipment.

21.0 Existing Services, Facilities and Survey

Contractor shall be responsible for correct use, due care, and diligence in relation to all existing services and facilities encountered in the performance of Services. This shall include establishing location and extent of any existing services and facilities in Contractor's work areas and notifying Company of findings before commencing any Services and taking all precautions to ensure that there are no unknown services and to protect established services and facilities.

Survey monuments and bench marks for setting out the Work by Contractor are established on site and locations and descriptions will be provided by Company. Contractor shall carefully preserve all monuments, bench-marks, reference points, and stakes. Contractor will be charged with the expense of replacement of any such items destroyed, and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or bench-marks which must be removed or disturbed shall be protected until they can be properly referenced for relocation.

22.0 Quality Control Program and Testing and Inspection Requirements

Contractor shall carry out testing, supervision and inspecting activities associated with ensuring quality including those of its Subcontractors, employees and others under the control of Contractor and shall perform all Services in accordance with the applicable Drawings, Specifications, manufacturer's recommendations, the Attachments and sound industry practices. Contractor shall establish and maintain Quality Control documentation, inspection and testing procedures at the Site and submit for Company approval fourteen (14) days prior to commencing any Services. The procedures shall specify the controls and procedures that will be employed to assure and document that the Agreement requirements are being achieved. Minimum requirements for the quality control effort shall be:

- (a) The performance of all procedures, checks, inspections, tests, reviews, certifications and other requirements called for in the Agreement.
- (b) The preparation of documentation that provides objective evidence of compliance to requirements and the actual performance, in a timely manner, of tests, reviews, certifications, checks, inspections and other verification activities. Unless otherwise provided by Company, Contractor's standard documentation forms may be used following review and acceptance by Company.

22.1 Record Control

The Quality Control and Testing and Inspection Program shall, at a minimum, include the following:

- (a) **Drawing and Specification Control.** Establish a system for the control of design and construction Drawings, installation instructions, Specification, exhibits and other documents used to complete the Work. Assign responsibility to guarantee current Drawings and documents and changes thereto are available to user(s) and that obsolete documents are retrieved and controlled.

- (b) Inspection and Test Status Control. Establish and maintain a system to identify inspection and test status to ensure all inspections, tests and other requirements are accomplished.
- (c) Provide and maintain a Document Control System for records of quality control actions of both Contractor and its Sub-contractors. Ensure timely publication and retrieval of all quality records including, but not limited to:
 - (i) Evidence of inspection to assure adherence to relevant documentation, Specifications, and changes thereto.
 - (ii) Test data records of all tests performed. Test data records shall be traceable to acceptably tested material and/or Equipment.
 - (iii) Non-conformance and corrective action records.
 - (iv) Material testing and Equipment calibration records and logs.
 - (v) Maintain quality control records for ready Company Inspection.
 - (vi) Submit originals of all quality inspection and test documentation as work progresses including, but not limited to, all construction quality related activities and procedures.

Company's approval of Contractor's Quality Control Program and Testing and Inspection and Test Procedures shall not relieve Contractor of its responsibilities to comply fully with all the provisions of this Agreement.

23.0 General Data Requirements

Contractor shall reference the Agreement number on all test results, reports, correspondence, Drawings, Specifications, schedules and the like (“data”) submitted pursuant to the Agreement. Contractor shall submit all data required under the Agreement to a level of detail and format satisfactory to Company. All data shall be issued in hard and electronic copy. Electronic copies shall be compatible with standard Company software. Unless otherwise agreed Company requires seven (7) working days for review of data submitted by Contractor. Contractor's performance of its obligations shall not be complete until Company is in receipt, in proper format, of all data required to be provided under the Agreement.

Contractor shall maintain certified material test reports for all construction materials incorporated into the works, if any. These documents shall be readily available for Company review and shall be provided to Company upon completion of the Work.

Contractor shall maintain at Site current copies of all drawings, specifications, and other relevant data. Contractor shall maintain a continuous record of all changes to the Works and upon completion shall incorporate all such changes on as-built Drawings and shall submit to Company.

23.1 Specific Data Requirements

- (a) Company will issue one reproducible only of Company Drawings and/or revisions and one copy of all other Company provided documentation for Contractors use.
- (b) As applicable and determined by Company Contractor shall submit the following data to Company:
 - (i) As built drawings for concrete foundations, underground and concealed services or like major items. As built Drawings for normal concrete work will not be required. All other Contractor installed work shall be recorded by Contractor on as built Drawings and submitted to Company in duplicate for approval at the completion of each section of the Work.
 - (ii) Two copies of quality control documentation.
 - (iii) Two copies of any test reports and test certificates within twenty four (24) hours of receipt by Contractor and at completion of the Work a complete copy of all tests conducted.
 - (iv) Two copies of sieve analysis for all proposed imported earth materials, for Company approval, prior to bringing material to site.
 - (v) Two copies of any Contractor supplied concrete mix designs.
 - (vi) Two copies of mill certificates for any Contractor supplied reinforcing steel or structural steel.
 - (vii) Details of welding procedures and materials for Company's approval seven (7) days prior to commencing any welding required to be incorporated into the Works.
 - (viii) Quality control program for approval seven (7) days prior to commencing any Services.

- (ix) Details of all lifting, rigging, bracing and structural support methods and procedures for Company approval prior to carrying out any such work. Details shall include all Drawings, Specifications and engineering calculations and certifications as deemed applicable by Company.
- (x) A Contractor prepared and verified bill of materials with required delivery dates for all Company supplied materials in conjunction with Contractor's submission of the Approved Work Schedule.

23.2 Drawing and Document Submission and Approvals

Contractor shall submit for approval all Drawings electronically to Company in a Company acceptable Auto-Cad version software format. Drawings reviewed by Company will be returned to Contractor under the following status:

- (a) "A" - Proceed.
- (b) "B" - Revise and resubmit. Work may proceed subject to incorporation of changes indicated.
- (c) "C" - Do not proceed. Change as noted and resubmit.
- (d) "IO" - Data accepted for information only.

Although work may proceed on receipt of Drawings with a Code "B" notation, Contractor must incorporate the changes indicated, resubmit and obtain Code "A" notation before release for shipment of materials or Equipment. Returned copies of Drawings with Code "B" and "C" shall be resubmitted not later than seven (7) days after the date of transmittal by Contractor of such copies of such Drawings.

23.3 As Built Drawings

Contractor shall furnish to Company reproducible Drawings revised by Contractor to show as-built information. Contractor's revisions will show details of those locations where the work performed by Contractor was at variance with the details shown on the Drawings (either furnished by Company or furnished by Contractor and reviewed by Company). Contractor's submittal to Company of as-built Drawings shall be made on a continuous basis as the work proceeds but in all cases prior to the date of Practical Completion. For the purposes of Contractor's inclusion of as-built information, Company will provide Contractor with applicable Company furnished Drawings.

23.4 Samples

Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty (30) days prior to the time that the materials represented by such samples are needed for incorporation into the Work. Samples shall be subject to review and materials represented by such samples shall not be manufactured, delivered to Site or incorporated into the work, if applicable without such review.

Each sample shall bear a label showing the Contractor's name, project name, name of the item, manufacturer's name, brand name, model number, supplier's name and reference to the appropriate Drawing, Specification section, all as applicable. Samples which have been reviewed may, at Company's option be returned to the Contractor for incorporation into the work, if applicable.

24.0 Document Deliverables

As provided for in the various articles, sections and paragraphs of the Agreement, Contractor is required to deliver various documents and reports to Company for review and approval. Contractor shall comply with all provisions of the Agreement regarding the delivery of documents and reports to Company for review and approval in a timely manner.

25.0 Reporting Requirements

Contractor shall maintain at Site, as a part of its organization, a person trained in the use and application of scheduling and reporting systems whose responsibility shall be the monitoring of progress, updating and revising reports, schedules, and logic diagrams and issuing regular updates. Contractor shall promptly submit the schedules and reports set forth below and, in addition, any schedules and reports as reasonably determined

by Company as being necessary for the successful monitoring and administration of the Services.

- (a) Overall Work Schedule: A detailed MS Project (or similar Company approved format) Overall Work Schedule shall be submitted reflecting the commencement, completion and other key milestone dates for Contractor's completion of each section of the Work by the relevant time interval and if included in accordance with the provisions of Schedule A1 and/or Schedule A2. The schedule must also show manpower required by time interval for each activity and shall reflect percent of schedule completion by time interval.
- (b) Weekly Activities Report: To be submitted for all activities showing status, progress and if applicable costs incurred. The Activities Report shall address the status of each planned activity stated in physical progress/quantities expended versus planned, scheduled progress versus actual progress, remaining duration and forecast hours and cost to completion. Contractor shall also address any and all areas of concern and/or problems, decisions made by Contractor affecting the Services, decisions/action required from, Company or others, recovery plans, if necessary, and significant milestones achieved or planned for the next reporting period. If requested by Company, a manpower bar chart shall also be provided as a part of this report to support manpower expended and forecast to complete data.
- (c) Two Weekly Look Ahead Work Schedule: A detailed schedule of planned day to day operations for the coming two (2) weeks showing planned manpower loadings for major activities.
- (d) Monthly Manpower Reports: A schedule suitable to satisfy Company manpower tracking requirements and showing planned manpower loadings measured against actual for major activities shall be submitted monthly.
- (e) Major Equipment Schedule; correlated to Updated Approved Work Schedule. Update and submit on a monthly basis.
- (f) Weekly Equipment Reports: Contractor shall continually update Company with all reports relating to all Contractor Equipment utilization, availability and performance.
- (g) Overall Procurement Schedule; for the procurement and receipt of materials, Equipment and subcontract services by Contractor shall be submitted in conjunction with the updated Approved Work Schedule.
- (h) Monthly Procurement Report; A monthly status report of all such materials, Goods, Equipment and subcontracted services shall be submitted.
- (i) Work Remaining Schedule/Listing: which identifies all Work remaining to be completed, shall be submitted after the Work completed reaches 80%. This report shall be updated and submitted weekly thereafter until the Work is one hundred percent (100%) complete.
- (j) Daily Site Reports: A brief report describing Contractor's activities for the day and including any salient issues (refer to the Attachments for Daily Report form).
- (k) Organization Chart Reports: showing Contractor and Company's personnel and reporting channels to be submitted as updated and amended from time to time.
- (l) Weekly Change Order Register; detailing all unapproved and approved cost changes to the original Compensation in Contractor initiated numerical order and referencing applicable Company Site Instruction and Change Order numbers.
- (m) Demobilization Plan: Prior to delivering any completion notices, Contractor shall submit its plans for Site demobilization to Company for approval and shall comply with such demobilization plan as approved by Company.
- (n) Additional Reports: Additional reports may be required as determined between Company and Contractor in order to provide full, comprehensive, accurate and informative data on all of Contractor's activities and obligations as described herein.

26.0 Review Meetings

Contractor Personnel in attending all meetings should be suitably aware of all related meeting issues and the status of Contractors operations and work and should have sufficient authority to make decisions and commit Contractor to resolutions agreed upon during any meetings. Company and Contractor shall conduct the following regular meetings in order to review, facilitate and advance the successful and efficient performance of the Services.

- (a) Daily Coordination Meetings: Contractor will be required to attend daily coordination meetings to ensure successful progression of the Services and proper coordination of Contractor's operations with that of Company.

- (b) Weekly Progress/Coordination Meeting: Contractor shall attend a weekly progress meeting chaired by Company. The purpose of the meeting is to resolve any issues, receive weekly reports, review weekly work progress, and, review, plan and schedule forthcoming work.
- (c) Weekly Tool Box Safety Meeting: Contractor shall conduct its own meetings for its Personnel. Meeting should last approximately thirty (30) minutes. Meeting minutes shall be taken and submitted to Company upon request.
- (d) Site Orientation and Safety Induction Meetings: All Contractor Personnel shall be required to attend an Company conducted course prior to commencement and additional refresher and safety training courses as deemed necessary by Company.
- (e) Other Meetings: Other meetings may be required as determined between Company and Contractor in order to ensure a successful performance of the Services and completion of the Work.

27.0 Management Systems Integration & Communication

Where applicable Contractor shall work with Company to wherever possible bring the Parties respective operations and communication systems into alignment to ensure all system transactions can be handled efficiently, to the mutual benefit of both Parties and to the satisfaction of fulfilling the complete requirements of the Parties as described in the Agreement including but not limited to those with respect to reporting, auditing, reconciliation, management and administration. In particular, the integration of these systems must endeavour to result in accurate, verifiable and auditable data reporting on Contractor's performance and obligations in conjunction with the Services being provided by Contractor under this Agreement.

28.0 Hand-Held Radio Communications

Contractor shall provide an adequate hand held and mobile radio communications system for its Equipment and Site operations and including the loan of hand held radios to Company for the duration of the Services. Contractor shall obtain all necessary statutory approvals and licenses to operate radios at the Site and at Company's request provide copies of such approvals and licenses. Any such radios shall operate on a dedicated frequency separate from Company's communication systems.

SCHEDULE A1

Fence Installation, Repair and Removal

1.0 Description of Services

The company is looking for a contractor specialized in Fence Installation, repair and removal.

The performance of all Services and completion of the Work shall be carried out in accordance with the applicable Specifications and the provisions of the Agreement.

2.0 Scope of Work - Specific

Contractor shall provide and perform all required civil works, earth works and concrete works including without limitation the following:

- (a) Provide and maintain temporary barricades and signage around all work areas in order to keep the work areas secure and safe.
- (b) Fencing posts shall be minimum 500 mm deep.
- (c) All fencing wires shall be tightened as per end user requirement.
- (d) All concrete and earthworks works related shall be included in the fence installation

4.1 Transportation

(a) Daily Bus Transportation for Contractor Personnel at Site as follows:

Access Type	Number of Personnel with Access
Free	5
Back - Charged \$20/trip – one way	0

(b) Light Vehicle (Shared Use) for work and business related purposes within Owner’s designated Site as follows:

Access (Y/N)	Shared (No. of Vehicles)	Exclusive (No. of Vehicles)	Charged
N	0	0	Only in the event of excessive wear and tear and/or damages and loss attributable to Contractor misuse or negligence.

(c) Air Transportation between NKC and TAS for certain Senior Contractor Personnel as follows:

Access Type	Number of Senior Expat Personnel with Access
Free	0
Back Charged \$200/flight – one way	0

4.2 Accommodation and Messing

Whilst at Nouakchott Guest House or on Site Contractor is entitled to access the Owner’s Accommodation facilities as follows:

Nouakchott Guest House	Senior Staff Max. No. of Rooms	Staff Max. No. of Beds	Non Staff Max. No of Beds
	_1 B Rooms _4 D Rooms	5_C Rooms	__E Rooms

Charges in the event entitlement is exceeded without any change to original work scope			
US\$180.00 / day (included Meals)	US\$25.00 / day	US\$21.00 / manday	US\$21.00 / manday

4.2.1 Accommodation meals

Camp/meals access shall only be allocated and used by Contractor personnel actively performing Services at site assigned under a valid Work Order signed by Company or where requested to stay in camp on standby at formal approval of Company Representative. If non-assigned or non-approved Contractor personnel are found in camp, Contractor shall be back charged for their camp use at rates set out in Table above.

Contractor personnel on roster off period must vacate the Camp. If off roster Contractor personnel are found staying in camp, Contractor shall be back charged for their camp use rates in Table above.

Additionally, any Contractor personnel found to be in violation of these rules on valid camp access and use are subject to temporary or permanent removal from Site at Company’s sole discretion.

4.2.2 Camp Registration

4.2.2.1 Request For Accommodation

For approved Contractor personnel, accommodation is arranged according to each person’s position. The following information is required to assist with accommodation in the Tasiast Camp:

- Person’s name as entered into JDE
- Person’s JDE number
- Arrival date
- The person’s position or function. Exact details are required. Technician is not detailed enough.
- Name of the Kinross Responsible Representative and Department.
- Rotation the person will be working or a departure date if the visit is for one stay only

The accommodation request is completed by the Kinross Responsible person and sent to HR Contractors desk. Each request is then processed by the HR Contractors desk for entry into the JDE system. Please direct requests to the Kinross Responsible person.

4.2.2.2 Arrival At Site By Road

The Reception allocates rooms and controls room access with a programmed room key. On arrival at Tasiast Camp each person must pass by Reception to receive their room key. The room key is programmed for the number of days that is provided on the request for accommodation and after this date the room key will not open the door.

4.2.2.3 Arrival At Site By Air

A room key programmed with the person’s allocated room will be handed to the person as they arrive at the airport. The room key is to be handed to the airport staff when flying out of Tasiast.

4.2.2.4 Using The Room

The room at Tasiast Camp and all furniture and items remains the property of Kinross Tasiast. The room will be kept in good condition and the conditions provided in the Camp Guidelines booklet are to be observed at all times while staying in the camp. The Camp Guidelines booklet is available in each room, and if not please request a new copy from Reception. The room key is to be handed to Reception when each person leaves site.

A laundry and cleaning service is provided at Tasiast on nominated days of the week.

4.3 Diesel Fuel Supply

Whilst on Site Contractor is entitled access to Owner’s Diesel Fuel Supply as follows. Note gasoline shall not be available under any circumstances to Contractors:

Access (Y/N)	Contractor Equipment Description	Contractor Equipment ID #	Comments

4.4 Other Services, Materials and Consumables

Whilst on Site Contractor is entitled access to the following of Owner’s Services, Materials and Consumables:

Item	Access (Y/N)	Allocated Quantity	Charged	
			Rate (US\$)	Notes
Concrete				Only in the event allocated quantities are exceeded.
Sand				
Other				

4.5 Company Supplied Equipment

The following additional equipment shall be supplied by Owner to Contractor from the locations nominated. Where materials are supplied from Site, Contractor shall be responsible to pick up and load from Owner’s warehouse or laydown areas at _____, then transport and unload materials at the Work location:

Item	Description	Qty	Unit	Location