

PURCHASE TERMS AND CONDITIONS

“Agreement” means the Purchase Order together with these Purchase Terms and Conditions.

“Effective Date” the “Effective Date” set forth at the top of page one of such printed Purchase Order.

“Customer” means TMAC Resources Inc. named at the top of page one of such printed Purchase Order.

“Purchase Order” means a printed Purchase Order as issued by Customer and executed or otherwise legally accepted by both parties and which references and incorporates these Purchase Terms and Conditions, together with any statement of work, scope of work, work order, or similar type of ancillary contractual document that is attached or linked thereto and executed or otherwise legally accepted by both parties.

“Supplier” means the entity designated as “Supplier” on page one of such Purchase Order.

In consideration of the mutual promises and conditions contained in this Agreement, including the definitions set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GOODS.

1.1 Supplier shall sell to Customer, and Customer shall purchase from Supplier, the goods, articles, or materials specified in the Purchase Order (“Goods”). Supplier shall not send to Customer any goods, articles, or materials which are not authorized by the Purchase Order. All Goods shall be subject to inspection by Customer at all reasonable times for progress and conformance with the requirements of this Agreement. Supplier expressly grants Customer the right to access, during normal business hours, all facilities and premises wherein the Goods are manufactured or prepared for the purposes of such inspection.

1.2 Supplier warrants and covenants to Customer that (A) all Goods shall be, at the time of delivery to Customer and for the time period specified in the Purchase Order (the “Warranty Period”): (I) as described and specified in this Agreement, including compliance with the standards of quality specified in the Purchase Order or, if none are so specified, with those standards which are customary in the industry for similar goods; (II) free of defects in design, materials, construction, and workmanship; (III) in compliance with all applicable federal, provincial, territorial, local, and other applicable laws, regulations, decrees, codes, ordinances, and resolutions (“Laws”); and (IV) fit for their intended purpose, and (B) Supplier shall have good and marketable title to all Goods, free and clear of any and all liens, restrictions, reservations, security interests, claims and encumbrances at the time title to such Goods passes to Customer pursuant to the provisions of this Agreement. If no Warranty Period is specified in the Purchase Order, the Warranty Period shall be 18 months from acceptance of the Goods by Customer or 12 months from the date such Goods are placed in regular operation, whichever is earlier.

1.3 Supplier shall package all Goods in accordance with the packaging specifications set forth in the Purchase Order. If no such specifications are set forth in the Purchase Order, Supplier shall package all Goods in such a manner as to ensure preservation of such Goods during transportation and storage, having due regard for the conditions and environment at the areas through which the Goods will traverse and be delivered, including climate, roads, and requirements for multiple handling. In packaging, marking and transporting Goods, Supplier shall abide by all Laws regarding the transportation of the Goods and the protection of safety, health and the environment. All hazardous goods shall be clearly labeled. If the Goods include or constitute dangerous, hazardous or toxic items, Supplier shall include Material Safety Data Sheets and clearly mark or label the Goods with appropriate information, provide necessary shipping certification and otherwise comply with all shipping Laws. Supplier shall ensure that all packaging, invoices, and bills of lading indicate the applicable country of destination, point of destination, Purchase Order number, description and quantity of Goods enclosed, names of Supplier and Customer, and such other information as may be customary in the industry for packaging of similar goods. Costs arising from Supplier's failure to follow required packaging, marking and transporting procedures and instructions shall be at Supplier's expense. If requested by Customer, Supplier shall give Notice to Customer of the date of shipping, Purchase Order number, number of transportation units used (railway cars, trucks, containers, or other), bill of lading number, description of Goods, number of crates, and cargo weight, such Notice to be given within such reasonable time period after the Goods are dispatched from their point of origin as Customer may request.

1.4 Supplier shall transport Goods to the delivery location specified in the Purchase Order (the “Designated Location”) by such method as specified in the Purchase Order. If no method is specified in the Purchase Order, Supplier shall transport Goods by such method as is customary in the industry for transportation of similar goods. Customer's count shall be accepted as final and conclusive on shipments not accompanied by Supplier's itemized delivery docket/package list. All Goods received in excess of the number specified in the Purchase Order shall be subject to return for credit at Supplier's cost. Costs arising from Supplier's failure to follow required shipping instructions shall be at Supplier's expense. Supplier shall comply with the delivery time requirements set forth in the Purchase Order. If no delivery time requirements are specified in the Purchase Order, Supplier shall deliver Goods by such time as is customary in the industry for delivery of similar goods via the delivery method used. Delivery terms for Goods shall be as specified in the Purchase Order. Supplier shall not deliver any Goods ahead of schedule except upon Customer's request.

1.5 If Goods are to be used or consumed by Supplier, or incorporated into a project or other work, in connection with other work being performed for Customer by Supplier (“Consumable Goods”), the risk of loss of such Consumable Goods shall remain with Supplier until such Consumable Goods are used or consumed by, or the project or work has been completed to the satisfaction of Customer by, Supplier. Otherwise, risk of loss of Goods shall remain in Supplier until Customer's acceptance of Goods at the Designated Location. If, pursuant to warranty or otherwise, Supplier repairs any Goods, at the Designated Location or anywhere

else, risk of loss in such Goods shall pass back to Supplier when the repair work commences or Supplier takes possession of the Goods for such repair work, whichever is earlier, until the repair is complete and the Goods returned to the Designated Location and the Goods are safely reinstalled and accepted by Customer, whereupon risk of loss will pass again to Customer.

1.6 Title to Goods shall pass to Customer upon the earlier of (A) payment in full by Customer for such Goods, (B) receipt by Customer of such Goods at the Designated Location, or (C) incorporation of such Goods into any Customer Premises. Supplier shall clearly identify Goods as property of Customer by conspicuously marking or tagging, and Customer shall have the right to inspect and verify that Goods has been identified as Customer's property.

2. **SERVICES.** The provisions of this Section 2 shall apply **only if** delivery, installation, maintenance, or other services incidental to Goods purchased hereunder are specified in the Purchase Order ("Services").

2.1 Supplier shall perform the Services and, except as may be otherwise specified in the Purchase Order, Supplier, at its sole expense, shall provide all labour, supervision, materials, equipment, consumables, insurance, transportation, and such other items and services as are necessary to perform the Services. Supplier acknowledges that Customer is relying solely on the skill and expertise of Supplier and its employees and agents for proper performance of the Services. Any reviews, inspections or approvals that are required, allowed, or otherwise undertaken by Customer with respect to any of the Services shall in no way (A) alter Customer's right and ability to rely on the skill and expertise of Supplier, (B) alter, diminish, waive, or relieve Supplier of any obligation or responsibility under this Agreement, or (C) constitute an assumption by Customer of any of Supplier's obligations or responsibilities. The period of performance for Services shall be as set forth in the Purchase Order. Supplier shall keep Customer informed at all times as to the progress of the Services. If Supplier believes that any of the Services will not be completed in accordance with the applicable schedule requirements, Supplier promptly shall give Notice to Customer of such anticipated delay. Supplier shall, after consultation with and at the direction of Customer, take such remedial steps as necessary to expedite the Services so that the Services are completed in accordance with such schedule requirements. Supplier understands that performance of the Services may need to be coordinated with Customer and its vendors and other contractors, and Supplier shall coordinate its performance of Services and otherwise cooperate with Customer and its other vendors and contractors in this regard.

2.2 Supplier warrants that (A) it is fully competent and possesses the requisite skill, knowledge, resources, experience and expertise to perform the Services in accordance with the standards and the degree of skill and judgment which is normally exercised in the Canadian mining and metals industry and other relevant industry by those engaged in the performance of services similar in nature to the Services, (B) the Services shall be performed in accordance with said standards, skill and judgment, (C) the Services shall be performed in strict compliance with the requirements of this Agreement, including any specifications set forth in the Purchase Order, (D) all Services performed shall be free from defect, (E) Supplier is properly qualified, licensed, trained, organized, and financed to perform the Services. In performing the Services, Supplier shall not install or otherwise cause to exist on any of Customer's computer systems (hardware or software components) any computer instructions, circuitry, or other technological means whose purpose or effect is to disrupt, damage, or interfere with any Customer computer facilities or equipment, or to provide unauthorized access to Customer's computer facilities or equipment, including any code containing viruses, Trojan horses, worms, traps, back doors, disabling devices or like destructive code or code that self-replicates. Supplier shall at all times comply with Customer's Computer Use Policy if, in the course of performing the Services, Supplier has access to Customer's computer networks, as such policy may be amended from time to time by Customer, in its sole discretion, and provided to Supplier.

2.3 Supplier represents and covenants to Customer that the following conditions exist as of the Effective Date and shall continue to exist during and after the Term: (A) there is no actual or potential conflict between Supplier's performance of the Services or obligations owed by Supplier under this Agreement and any obligation the Supplier may have to any third party with respect to confidentiality, intellectual property, or otherwise; and (B) Supplier has no current or potential rights that could be infringed or otherwise violated through use of results of the Services.

2.4 Supplier assumes full responsibility for the payment of all wages, payroll burdens, fringe benefits, and payroll taxes as to its employees, servants, and agents engaged in the performance of the Services, including payroll deductions for income tax, workers' compensation premiums, and unemployment insurance. Supplier shall ensure that Supplier, Supplier's subcontractors and their respective employees and agents at all times have applicable visas, work permits, and other documentation necessary for performance of the Services, and that all immigration requirements applicable to such parties are complied with.

2.5 Supplier shall perform the Services as an independent contractor in accordance with its own methods, the terms of this Agreement and all Laws. Supplier shall have complete charge of its personnel engaged in the performance of the Services. Individuals employed or contracted by Supplier shall not be deemed for any purpose to be employees, agents, servants, workers, or representatives of Customer and shall not have authority to enter into agreements on behalf of Customer or otherwise bind Customer in any manner. Neither Supplier nor any of its affiliates, subcontractors or their respective directors, officers, employees or agents (each, a "Supplier Party") shall be eligible for any retirement plan, insurance program, or any other employee benefits provided to employees of Customer. **NO SUPPLIER PARTY SHALL BE ENTITLED TO ANY BENEFITS ON ACCOUNT OF OCCUPATIONAL ACCIDENTS NOR TO ANY OTHER WORKERS' COMPENSATION, LABOR RIGHTS BENEFITS, OR SIMILAR BENEFITS PROVIDED BY TMAC TO ITS EMPLOYEES.** It is not the intent of the parties to create, nor shall this Agreement be construed as creating, a partnership, joint venture, employment relationship, agency relationship, or association, or to render the parties liable as partners, co-venturers, or principals.

2.6 Within five days after (A) the effective date of expiration or termination of this Agreement, or (B) if earlier, the completion of all Services under this Agreement, Supplier shall return to Customer all identification and access badges, codes, VPN tokens, and similar items provided to Supplier by Customer in connection with the applicable Services (except to the extent the same are applicable to on-going Services).

2.7 All records, reports, data, and other information, and all copies thereof and notes related thereto, prepared, generated, researched, developed, compiled, or obtained from any source whatsoever by or through Supplier in connection with performance of the Services, including drawings, sketches, specifications, tracings, diagrams, evaluations, calculations, data books, schedules, operating instructions, and requisitions but excluding any records, reports, data, and other information which was in existence as of the Effective

Date (the "Data") shall be promptly disclosed to Customer and, without further consideration, shall be, to the extent legally possible, the property of Customer and are hereby assigned by Supplier to Customer. All right, title, and interest in and to all ideas, concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, innovations, and improvements conceived or reduced to practice, whether by Supplier alone or with others, in connection with performance of the Services but excluding any of the same which was in existence as of the Effective Date (collectively, the "Inventions") shall be owned by Customer, and Supplier hereby sells, assigns, and conveys to Customer any and all right, title, and interest of Supplier in and to the Inventions, and Customer shall have the sole and exclusive right to pursue or not pursue patent protection or other forms of protection for the Inventions in the United States, Canada, or elsewhere. Supplier shall promptly disclose to Customer full details concerning each Invention. All copyrightable subject matter prepared in connection with performance of the Services (but excluding any of the same which was in existence as of the Effective Date), whether by Supplier alone or with others, and all copyrights therein in the United States, Canada, and other countries, shall be owned by Customer. Each and every work and each and every contribution to a work prepared by Supplier in connection with performance of the Services that is eligible for copyright protection in the United States, Canada, or elsewhere shall be a work made for hire. Notwithstanding the foregoing, Supplier hereby sells, assigns, and conveys to Customer any and all right, title, and interest of Supplier in and to copyrights, including the right to make derivative works and all rights in relation to all mediums of expression now or hereinafter known, to any and all works prepared in connection with performance of the Services, including any software, firmware, technical manuals, technical drawings, promotional materials, reports, and product and process specifications. Supplier shall deliver to Customer a copy of each and every work eligible for copyright protection, and in the case of software and firmware, Supplier shall deliver to Customer a copy of the source code and flowcharts reasonably demonstrating operation of the software or firmware. Supplier shall take such further actions, including execution of documents, as reasonably requested by Customer, and at Customer's expense, to effectuate the purpose and intent of this Agreement with respect to the rights, ownership, and interests of Customer provided in this Section 2.7, including cooperation with Customer to prepare, file, and prosecute patent applications, to enforce patents, and to register and enforce copyrights, as well as to execute assignments, and other documents to establish or evidence Customer's rights, ownership, and interests hereunder.

2.8 If Customer authorizes Supplier to use any of Customer's equipment in the performance of the Services, the terms and conditions of this Section 2.8 shall govern such use. Supplier shall designate in writing those individuals authorized to use Customer's Equipment to perform the Services (the "Permitted Operators"). The list of Permitted Operators shall be subject to Customer's approval. The Permitted Operators shall be authorized to use only that equipment specifically designated in writing by Customer for use by the Permitted Operators ("Customer's Equipment") and only for the purpose of performing the Services. The Permitted Operators shall comply with all restrictions on use of Customer's Equipment as may be imposed from time to time by Customer. Prior to use of Customer's Equipment, Supplier shall ensure that (i) each Permitted Operator has received hazard, health, and safety training commensurate with the risks to be encountered in using Customer's Equipment, and (ii) if required by Customer, each Permitted Operator has received additional training from Customer's personnel in the safe and proper operation of Customer's Equipment. Supplier shall be solely responsible and liable for all damage to Customer's Equipment incurred during or caused by use of Customer's Equipment by Permitted Operators. When required by Customer, Supplier shall perform maintenance work on Customer's Equipment in compliance and conformity with the manufacturer's and Customer's maintenance standards, intervals, and procedures. Supplier shall be solely responsible and liable for any damage to Customer's Equipment caused by Supplier's failure to perform required maintenance work. Prior to any use of Customer's Equipment, Supplier shall provide evidence satisfactory to Customer that Supplier's insurance policies as required by this Agreement specifically (a) extend to injury, damage, or loss caused by Supplier's use of Customer's Equipment, and (b) cover the full replacement value in the event of damage to Customer's Equipment. Supplier assumes all risk of and responsibility for any Losses (including injury to or death of any person) caused by Supplier's use of Customer's Equipment. Supplier discharges and releases each Customer Party from any and all Claims and Losses, of any nature whatsoever, relating to Supplier's use of Customer's Equipment. Supplier covenants that Supplier shall not at any time in the future, directly or indirectly, commence or prosecute any Claim against any Customer Party in any way related to Supplier's use of Customer's Equipment. The indemnity obligations set forth in Section 14 of this Agreement shall apply with respect to Supplier's use of Customer's Equipment.

2.9. Supplier hereby expressly acknowledges that it has informed itself prior to entering into this Agreement, and agrees that it will continue to inform itself throughout the performance of the Services, as to the nature of its obligations set out herein and all matters which could affect progress or performance of the Services, including the condition of the Customer Premises; plant, equipment, materials, supplies, facilities and tools needed for the performance of the Services; handling and storage of materials; water and power availability; weather conditions; and supervision and labour requirements. Supplier is responsible for obtaining all information required for the performance of the Services and shall not rely on any information of any other party, including Customer.

2.10 Pursuant to an Inuit Impact Benefit Agreement ("IIBA"), Customer has made certain commitments to expand and enhance opportunities for the local business community and optimize the employment of persons ("Inuit") registered on the Inuit Enrolment List (as defined in Article 35 of the Nunavut Land Claims Agreement) as being from Bathurst Inlet, Umingmaktok, Cambridge Bay, Kugluktuk, Gjoa Haven, Kugaaruk or Taloyoak (the "Kitikmeot Region Communities"). In addition to any specific requirements set out on the face of this Purchase Order, Supplier will, and will ensure that all of its subcontractors will, assist Customer in achieving its commitments under the IIBA by:

- (i) if and to the extent that the Services are to be provided by Supplier on Customer Premises, complying with the Terms and Conditions Regarding Inuit Employment provided by Customer to Supplier with respect to employing Inuit to provide the Services;
- (ii) to the extent possible and reasonable with regard to good business practices, purchasing goods and materials from, and subcontracting to, businesses whose head office and base of operations is located in one of the Kitikmeot Region Communities;
- (iii) maintaining complete and accurate records of all Inuit Content Components (as described in the Inuit Content Components Survey submitted by Supplier during the tendering, bidding or negotiation process in respect of this Agreement) relating to purchases, subcontracts and the employment of Inuit in connection with the Services provided hereunder, which information may be disclosed by Customer to third parties for purposes of monitoring compliance with the IIBA. Such records shall be available for review by Customer and copies shall be supplied upon request; and

(iv) from time to time at the request of Customer reporting such information to Customer as may be required to confirm the provision of the Services is consistent with Customer's commitments under the IIBA.

3. SITE AND WORKPLACE REQUIREMENTS. The provisions of this Section 3 shall apply if, in the course of performing any of the Services, Supplier or any Supplier Party is present on premises owned or otherwise controlled by Customer ("Customer Premises"). In such event, Supplier shall ensure that it and each Supplier Party present on any Customer Premises act in strict accordance with this Section 3.

3.1 Supplier shall (A) comply with the applicable provisions of Customer's site and workplace policies, including the requirements set forth in its Contractor Health & Safety Policy and Program and Environmental Policy, at all times when Supplier is present on Customer Premises, as such policies may be amended from time to time by Customer, in its sole discretion, and provided to Supplier, (B) conduct all activities on Customer Premises so as to avoid or minimize delay or interference with any other person or entity performing work or services, (C) perform the Services only during regular working hours (as communicated to Supplier by Customer) unless prior written consent is obtained from Customer, and (D) keep Customer Premises clean and free of any debris and rubbish caused by the Services and on completion of the Services leave such Customer Premises clean and ready for use. Any personnel of Supplier or of its subcontractors which Customer deems objectionable shall be removed from the jobsite and from performance of any further Services by Supplier upon Customer's request without additional cost to Customer. Without limiting the generality of the foregoing provisions, if Supplier will be present in any high risk and/or sensitive areas, such as the refinery, carbon handling areas, leach preg ponds, refractory ore treatment plant, or any other area designated by Customer as high risk and/or sensitive (collectively, "High Risk Areas"): (I) Supplier shall submit to Customer's security department's investigating officer a list of Supplier's personnel assigned to work in the High Risk Area, which list shall include each individual's name and date of birth; Customer may use such information to obtain a criminal background check on such individuals, the cost of which shall be charged to, and paid by, Supplier; (II) such Supplier's personnel shall report in person to Customer's security department's investigating officer to be fingerprinted and to sign a release form for security clearance purposes prior to commencement of any Services; and (III) each of Supplier's personnel entering a High Risk Area shall be subject to a high tech metal detector and/or hand scanner detection search for the detection of metals prior to entering a High Risk Area and upon exiting the High Risk Area. Supplier represents that it has received copies of the following Customer policies: Community Relations/Social Responsibility Policy; Computer Use Policy; Contractor Health & Safety Policy and Program; Environmental Policy; and Drug and Alcohol Policy.

3.2 Supplier acknowledges that Customer has a policy prohibiting the use, sale, transfer, purchase, or possession of a controlled substance (i.e., illegal drugs), alcohol, or firearms while on any Customer Premises. Furthermore, Supplier acknowledges that Customer has a drug and alcohol-free workplace policy which prohibits any person working on Customer Premises from possessing or having alcohol or controlled substances in such individual's system. Therefore, by entering onto Customer Premises, each individual Supplier Party and Supplier Party's invitee consents to: (A) an inspection of the individual's person and personal effects at any time while on Customer Premises; and (B) laboratory testing for controlled substances and alcohol in the individual's system for reasonable cause. An individual's refusal to permit such inspection or testing may result in removal of the individual from Customer Premises and removal from further participation in any aspect of the Services. Supplier represents that it and each Supplier Party will be informed of the provisions of this paragraph before performing any of the Services. Supplier shall ensure that each Supplier Party acts in strict accordance with this Section 3.2. At the request of Customer, Supplier shall immediately remove from any job site and from participation in any aspect of the Services any Supplier Party that Customer determines, in its sole, absolute, and unreviewable discretion, poses a danger to the safety or health of those around them (including because of the individual's possession or use of alcohol or drugs) or is otherwise unfit or incompetent to perform the Services. If requested by Customer, Supplier shall conduct drug and alcohol testing of Supplier's employees and agents, and ensure that its subcontractors conduct drug testing of their employees and agents, within one month prior to initial admission of such personnel to Customer Premises for performance of the Services, and shall adopt and institute, and ensure that its subcontractors adopt and institute, a drug and alcohol testing policy which at a minimum complies with the drug and alcohol testing policy of the Customer. Upon Customer's request, Supplier shall provide to Customer all appropriate documents showing that Supplier is in compliance with the requirements of this Section 3.2. Customer may conduct audits of Supplier's and each Supplier Party's drug and alcohol screening policies annually to confirm Supplier is in compliance.

3.3 Supplier hereby expressly acknowledges that (A) certain Customer Premises are operational mine sites, exploration sites and/or laboratories which, in the normal course of business, contain certain physical conditions which are, by their inherent nature, dangerous, including blasting operations, open pits, high walls, heavy machinery and equipment, and chemical and industrial hazards ("Inherent Dangers"), (B) it has had the opportunity to undertake any desired investigation of such sites, and (C) it is fully aware of and understands the risks associated with its performance of the Services at a site with Inherent Dangers and hereby assumes all risks associated with the performance by Supplier Parties of the Services, and the presence of any Supplier Party's invitees, at such a site to the extent the same are caused by any Inherent Danger (collectively, "Injuries"). Supplier: (I) discharges and releases Customer, its affiliates and their respective directors, officers, employees, and agents (each, a "Customer Party") from any and all losses, settlements, judgments, awards, damages, costs, and other liabilities (including for injury, bodily or otherwise, to or death of persons and loss, damage to, or destruction of property), (including costs and reasonable attorneys' fees) of any nature whatsoever ("Losses") that Supplier, or any Supplier Party or Supplier invitee claiming through Supplier, may have now or in the future as a result of Injuries; and (II) covenants that Supplier shall not at any time in the future, directly or indirectly, commence or prosecute any claims, suits and other actions ("Claims") against a Customer Party concerning Injuries; provided, however, that the foregoing release and covenant shall not apply with respect to Injuries to the extent caused by Customer's gross negligence or willful misconduct.

3.4 It is possible that Customer, in its reasonable discretion, may determine that an evacuation of any or all personnel from a Customer worksite or other work location (a "Site") is necessary for health, safety, or any other reason (an "Evacuation"). Under such circumstances, Customer generally employs the services of one or more third party contractors ("Evacuation Providers") to carry out all aspects of the Evacuation. In such event, Customer shall use reasonable, good faith efforts to notify Supplier of the impending Evacuation and, either at the request of Supplier or of Customer safety personnel in the event of a safety emergency or at the request of Supplier, medical personnel, or Customer health and safety personnel in the event of a medical emergency, Customer shall use reasonable, good faith efforts to notify the Evacuation Providers of the presence of Supplier Party personnel or

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

4. TERM. This Agreement shall be effective commencing as of the Effective Date and continuing until the last to occur of delivery of all Goods or completion of all Services; provided, however, that if Supplier delivers no Goods and never commences Services, then this Agreement shall terminate one year from the Effective Date (the "Term"), unless terminated earlier as permitted herein. The Term may only be extended by a written agreement between the parties.

5. PRICE OF GOODS; FEES FOR SERVICES; INVOICE; PAYMENT.

5.1 The price of Goods shall be as specified in the Purchase Order (in each case, the "Price"). Supplier shall not invoice any Goods at any Price higher than that set forth in the Purchase Order without the prior written consent of Customer. The Price shall remain firm and fixed for the duration of this Agreement, and, unless specifically stated therein, shall not be subject to any escalation, additional charges or any other increases of whatsoever description. Unless specifically excluded in the Purchase Order and except as otherwise specified in Section 16 below, the Price of Goods shall include all costs, royalties and license fees, taxes, customs duties, fees or charges of any kind incurred by Supplier, including charges and expenses in connection with the packaging, marking, crating, handling and shipping of such Goods and their carriage to the Designated Location. Supplier shall ensure that the Price charged to Customer for any Goods is the lowest price charged by Supplier to any purchaser of such Goods.

5.2 If Services are to be performed, as specified in the Purchase Order, the fees for such Services shall be as specified in the Purchase Order (in each case, the "Fees"). Unless otherwise specified in the Purchase Order, the Fees shall remain firm and fixed for the duration of this Agreement and unit and rate based pricing shall not be adjusted irrespective of any variations in the quantity of Services. Subject to the limitations, if any, set forth in the Purchase Order, Customer also shall reimburse Supplier for the actual amount of reasonable and necessary expenses incurred in the performance of the Services; provided, however, that any individual expense in excess of CAD \$250 must be approved in writing in advance by Customer in order to be reimbursable.

5.3 Invoice Procedures. Supplier shall submit invoices electronically, on a monthly basis, to Customer Accounts Payable at or such other email address as may be specified by Customer in the applicable Purchase Order ("Invoice Address"). All such invoices must reference the PO or SO Number ("PO#") assigned to the Purchase Order and/or Change Order applicable to the Goods and/or Services. Invoices shall contain a reasonable itemization of the Goods provided and of the Services rendered and charges made for those Goods and Services and of travel and other expenses incurred. Copies of receipts, statements, and any other documents that verify the accuracy of such invoice shall also be included. Services that have been performed at regional Customer sites must be itemized and will include travel, expenses and services for that specific site or region. Invoices received that do not comply with invoicing procedures and details set forth above will be rejected and treated as "disputed" until the invoice is re-submitted correctly. Supplier must correct all invoice compliance issues and resubmit the corrected invoice to the Invoice Address. Payment terms will begin upon the date Customer receives the corrected invoice to the Invoice Address. Common invoicing problems to avoid:

- NO PO#: Valid PO# is not listed on invoice.
- PO# COMPLETE: PO# referenced on invoice has been invoiced in its entirety.
- INCORRECT/INVALID PO#: PO# referenced on invoice is incorrect or invalid.
- NO PO LINE #: Invoice contains multiple line items. Invoice line-items must correspond to the relevant line item(s) on associated PO#. For assistance, please contact the individual Customer Buyer listed in the Purchase Order or such other Customer contract representative as may be designated in writing by Customer to Supplier.
- INCORRECT/INVALID PO LINE#: PO# line number stated on invoice is incorrect or invalid.

5.4 Unless different payment terms are set forth in the Purchase Order, payment terms net 30 days will apply to this Agreement. Payment terms will be computed from the date a correct invoice is received by Customer; provided, however, that (A) disputed amounts may be withheld pending resolution of the dispute, (B) Customer shall not be obligated to pay any amounts for Services or Goods if it has not received an invoice for such Services or Goods within 90 days after completion of such Services or delivery of such Goods, and (C) if Supplier fails to comply with its obligations set forth in Section 2.6, above, Customer may withhold from an invoice any amount reasonably necessary to replace such missing items and revise applicable security access codes and other procedures. Disputed amounts, when reconciled, shall be invoiced and paid as part of the next following monthly invoice. If the parties are unable to reach a mutual reconciliation with respect to disputed invoiced amounts, Customer shall be entitled to withhold payment of disputed invoiced amounts until such time as a court of competent jurisdiction enters an order, judgment, or other final ruling determining the parties' rights and liabilities, at which time Customer shall, as appropriate, retain, pay to Supplier, or credit against other amounts owed by Supplier to Customer the disputed invoiced amounts in accordance with the final ruling.

5.5 Customer reserves the right to make payments due hereunder directly to suppliers or subcontractors of Supplier if Customer, in its reasonable discretion, believes that Supplier has not paid or is likely not to timely pay the amounts due to them for Goods or Services provided to Customer. Supplier shall provide Notice to Customer within 5 working days after any occurrence that Supplier believes may give rise to a claim by Supplier for additional time or money. Failure to give Notice to Customer in the manner set forth in this Section 5.5 shall constitute a waiver of any claim that Supplier may have with respect thereto. The making of payment shall not prejudice Customer's right to reject Goods or Services that do not comply with the requirements of this Agreement. Customer shall have the right to setoff amounts owing from Supplier to Customer against payment under this Agreement. In addition, if Customer reasonably believes it might become obligated to pay any amount to a third party or incur other costs, expenses or losses as a result of Supplier's negligence, or failure to fulfill obligations under this Agreement, Customer shall have the right, in addition to any other remedy available in law or in equity, to setoff and deduct from monies due or to become due to Supplier the sum that is reasonably necessary to cover such amounts, costs, expenses and losses. Any sums so deducted that are subsequently determined to be due Supplier shall thereunder be due and promptly paid to Supplier.

5.6 Supplier shall maintain a copy of records and documentation related to all Goods and Services, to include correspondence, directions, subcontracts, and associated Change Orders, document submittals, test records and orders, meeting minutes, transmittals, plans, drawings, specifications, books, accounts, accounting records, receipts, vouchers and other memoranda of any description related to this Agreement, as well as all other records relating to the Services and Goods which may be required by Laws (e.g., hazardous material handling records) (collectively "Purchase Order Documentation"). With respect to accounting records, Supplier shall maintain a true, correct, and complete set of records, including books and accounts, prepared in accordance with generally-accepted accounting principles consistently applied, relating to the costs and expenses for which Supplier seeks reimbursement hereunder, including time expended by Supplier and all invoices and any payments relevant to subcontractors or as may otherwise be necessary for proper financial management of this Agreement. Such records shall detail in particular all fully accounted costs. All Purchase Order Documentation shall be made available to audit, inspect, and copy by Customer or its designated representative during the term of this Agreement and for a period of five years following any termination or expiration of this Agreement, upon 48 hours' prior Notice and during usual business hours where the records are kept; provided, however, that Customer shall not have audit rights into any fixed rates, agreed-upon percentage multipliers or lump sum amounts. Supplier shall promptly provide data or information requested, including that requested in electronic form, by Customer or its representatives. Upon termination or expiration of this Agreement, and at Customer's request, Supplier shall deliver, as a condition precedent to final payment, all Purchase Order Documentation requested by Customer within 30 days after receiving Customer's request.

6. CONTROLLING TERMS. Customer objects to the inclusion of any different or additional terms by Supplier in Supplier's acceptance of the Purchase Order, and Customer's willingness to proceed with the transaction set forth in the Purchase Order is expressly made conditional upon Supplier's acceptance of the terms of this Agreement. If Supplier includes or attaches any different or additional terms in Supplier's purported acceptance of the Purchase Order, commences performance of any Services, or tenders Goods, a contract shall result upon the terms and conditions as stated herein and in the Purchase Order, without inclusion of any different or additional terms or conditions.

7. CHANGE ORDERS. Customer reserves the right at any time to change, by Notice to Supplier, any of the following: (A) the quantity of Goods; (B) methods of shipment and/or packaging; (C) place and/or time of delivery; (D) scope of the Services; and (E) any other matters affecting the Purchase Order. Any such changes shall be specified in an individual change order in a form issued by Customer and executed, or otherwise legally accepted, by Customer and Supplier (each, a "Change Order"). If any Change Order causes an increase or decrease in the cost of, or the delivery schedule for, the applicable Goods or Services, Supplier shall make an equitable adjustment in the applicable Prices, Fees, delivery schedule, or any of the foregoing (an "Adjustment"), subject to Customer's prior written approval which shall not be unreasonably withheld. Supplier shall submit to Customer satisfactory evidence (as determined by Customer in its sole reasonable discretion) from which such Adjustments may be determined. Any claims by Supplier for an Adjustment under this Section 7 shall be deemed waived unless asserted to Customer within 10 days after Supplier's receipt of the applicable Change Order. If the Purchase Order requires Customer to review and comment on Supplier's technical documents, and implementation of Customer's comments would cause an increase or decrease in the cost of, or delivery schedule for, the applicable Goods or Services, Supplier shall make an equitable Adjustment, subject to Customer's prior written approval which shall not be unreasonably withheld. Supplier shall submit to Customer satisfactory evidence (as determined by Customer in its sole reasonable discretion) from which such Adjustments may be determined. Any claims by Supplier for an Adjustment under this Section 7 shall be deemed waived unless asserted to Customer within 30 days from Supplier's receipt of Customer's comments. No Adjustments shall be made under this Section 7 unless Customer confirms the change in writing.

8. ACCEPTANCE; REPLACEMENT GOODS; REPERFORMANCE OF SERVICES.

8.1 Supplier shall not substitute, or ship more or less than the quantity of, Goods, or perform services in addition to the Services, specified in the Purchase Order without the prior written approval of Customer. Goods shall not be deemed accepted until finally inspected and accepted by Customer at the Designated Location. Customer's making or failure to make an inspection, examination, or test of, or Customer's payment for or acceptance of, Goods or Services shall in no way relieve Supplier from its obligation to conform to all of the requirements of this Agreement and shall in no way impair Customer's right to reject or revoke acceptance of Non-Conforming Goods or Non-Conforming Services or to avail itself of any other remedies to which Customer may be entitled, notwithstanding Customer's knowledge of the non-conformity, its substantiality, or the ease of its discovery.

8.2 Goods.

8.2.1 If, in Customer's sole reasonable determination, Goods do not materially conform to Supplier's warranties set forth in Section 1.2(A), above ("Non-Conforming Goods"), Customer may either: (A) give Supplier Notice thereof prior to the expiration of the Warranty Period and Supplier shall promptly, at Customer's option but Supplier's sole cost and expense, (I) repair such Non-Conforming Goods to Customer's reasonable satisfaction, or (II) replace the same with Goods conforming to Supplier's warranties and compensate Customer for all costs incurred by Customer in connection with such Non-Conforming Goods (including

freight charges); or (B) retain the Non-Conforming Goods. All repairs and replacements shall themselves be subject to Supplier's warranties set forth in Section 1.2(A), above, and Supplier's obligations under this Section 8.2 through the end of the Warranty Period or 60 days from Customer's acceptance of the repaired or replaced Goods, whichever is later. If Customer chooses option (A) and Supplier fails to repair or replace the Non-Conforming Goods within a commercially reasonable period of time (not to exceed 10 days), Customer may, at its sole option by giving Notice thereof to Supplier, repair the Non-Conforming Goods itself or through a third party or reject such shipment in whole or in part and obtain Replacement Goods pursuant to Section 8.2.2, below. Regardless of which of the foregoing remedies Customer chooses, Supplier shall be liable for all reasonable costs incurred by Customer as a result thereof, including labour and freight. If Customer chooses option (B), Customer shall have a reasonable amount of time (not to be less than 45 days) to calculate and submit to Supplier a claim for any costs or liabilities incurred as a result of its receipt of Non-Conforming Goods (the "Goods Claim Amount"). Customer may: (i) deduct the Goods Claim Amount from the invoice amount applicable to such Non-Conforming Goods; (ii) if Customer previously paid such invoice amount or portion thereof, require Supplier to reimburse Customer for the Goods Claim Amount; or (iii) setoff the Goods Claim Amount against any other amount owing to or invoiced by Supplier.

8.2.2 If Supplier fails to supply any Goods or Customer rejects Non-Conforming Goods in accordance with Section 8.2.1, above, Customer shall be entitled to purchase replacements for such Goods from a third-party supplier ("Replacement Goods"). In such event, Supplier shall pay to Customer, promptly upon receipt of Customer's invoice thereof: (A) the difference, if any, between the higher price paid by Customer for the Replacement Goods and the Price that Customer would have paid to Supplier under the terms of the Purchase Order for such Goods; plus (B) an outside purchasing fee of \$50 per Replacement Good, which fee is intended to offset the additional costs to Customer of having to purchase from a third-party supplier.

8.3 Services.

8.3.1 If, in Customer's sole reasonable determination, Services do not materially conform to Supplier's warranties set forth in Sections 2.2(B), (C), and (D), above ("Non-Conforming Services"), Customer may give Supplier Notice thereof, within 60 days of Supplier's performance of such Services, and Supplier shall promptly, at Supplier's sole cost and expense, re-perform such Non-Conforming Services to Customer's reasonable satisfaction. Supplier shall, upon receipt of Customer's Notice, promptly furnish, at no cost to Customer, all labour, equipment, supervision, and materials at the jobsite necessary to correct the Non-Conforming Services. All re-performed Services shall themselves be subject to Supplier's warranties set forth in Section 2.2, above, and Supplier's obligations under this Section 8.3 for a period of 60 days from the completion of such re-performance.

8.3.2 If Supplier fails to re-perform the Non-Conforming Services within a commercially reasonable period of time (not to exceed 10 days), Customer may, at its sole option by giving Notice thereof to Supplier, re-perform the Non-Conforming Services itself or obtain replacement services from another service provider. Regardless of which of the foregoing options Customer chooses, Supplier shall be liable for all reasonable costs incurred by Customer as a result thereof, including the difference, if any, between the higher price paid by Customer for the replacement Services and the Fees that Customer would have paid to Supplier under the terms of the Purchase Order for such Services. Customer shall have a reasonable amount of time (not to be less than 45 days) to calculate and submit to Supplier a claim for any such costs or liabilities incurred (the "Services Claim Amount"). Customer may: (A) deduct the Services Claim Amount from the invoice amount applicable to such Non-Conforming Services; (B) if Customer previously paid such invoice amount or portion thereof, require Supplier to reimburse Customer for the Services Claim Amount; or (C) setoff the Services Claim Amount against any other amount owing to or invoiced by Supplier.

9. SUPPLIER'S ADDITIONAL COVENANTS. Supplier shall comply with (A) Customer's applicable Social Responsibility Policy, as such policy may be amended from time to time by Customer, in its sole discretion, and provided to Supplier, and (B) all applicable labour Laws, tax Laws, Laws addressing the preservation of health, safety, and the environment, Laws addressing bribery and corruption, and other Laws that are applicable to this Agreement. Without limiting the generality of the foregoing sentence:

(i) Supplier represents, warrants and covenants to Customer that, as of the Effective Date and the date that each invoice is submitted to Customer, in carrying out its responsibilities, neither Supplier, nor any of its equity holders, beneficial owners, partners, officers, directors, employees or agents, shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of any financial or other advantage or anything else of value: (A) to (1) any official or employee of any government, or any department, agency, or instrumentality thereof, (2) any political party or official thereof, or to any candidate for political office, (3) any official or employee of any public international organization (as defined in 22 United States Code Section 288), or (4) any person acting in an official capacity for or on behalf of such government, department, agency, instrumentality, party, or public international organization, in each case for the purpose of influencing any act or decision of such party, or of such official, employee or candidate in his official capacity, or inducing such official, employee, party or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, party or candidate, or securing any improper advantage, or inducing such official, employee, party or candidate to use his or its influence with a government or instrumentality thereof to improperly or illegally affect or influence any act or decision of such government or instrumentality; or (B) to an officer, employee, agent, or representative of another company or organization, with the intent to influence or reward the recipient's action(s) with respect to his company's or organization's business, or to gain a commercial benefit to the detriment of the recipient's company or organization, or to induce or reward the improper performance of the recipient's duties.

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

10. INSURANCE.

10.1 Supplier shall procure and maintain at its own expense, during the Term and for such additional periods of time as required below, the following insurance coverage:

A. Worker's Compensation Insurance, covering all claims by or in respect to the employees of Supplier providing:
(I) Coverage for the statutory limits under the applicable Workers' Compensation Board or equivalent of the Province/Territory where Supplier's employees were hired and/or of the Province/Territory where the Services are being performed; and
(II) Voluntary Compensation Insurance covering all employees not subject to applicable Provincial/Territorial Worker's Compensation Laws, including foreign nationals involved in performance of the Services.

Supplier shall maintain its company in "good standing" with the Provincial/Territorial Workers' Compensation Board or equivalent during the Term and enroll all employees participating in performance of the Services with the proper Provincial/Territorial Workers' Compensation Board or equivalent prior to the start of Services. Supplier shall be solely responsible for all fines, penalties and forfeitures resulting from non-compliance with this provision.

B. Commercial General Liability insurance, with a limit (either alone or with Umbrella Liability Insurance) of not less than CAD \$1,000,000 each occurrence and \$1,000,000 annual aggregate. This coverage must remain in force for at least 24 months after the later of expiration or termination of this Agreement. If this insurance contains a general aggregate limit, it shall apply separately to the Goods and Services. This Commercial General Liability insurance shall include:

(I) coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and blanket contractual (including the tort liability of another assumed in a business contract) and, where an exposure exists, explosion, collapse, and underground (XCU) coverage; and
(II) cross-liability coverage. If Supplier's liability policy(ies) does not contain a separation of insured provision, it shall be endorsed to provide cross-liability coverage.

C. Automobile Liability Insurance, covering Supplier's owned, non-owned, and hired vehicles which either are used on Customer Premises or are otherwise used in the performance of the Services, covering bodily injury and property damage, with a combined single limit (either alone or with Umbrella Liability Insurance) of not less than CAD\$1,000,000 each occurrence; in addition, for all vehicles which will carry Goods which may be categorized as pollutants under Laws, the policy shall also include sudden and accidental pollution coverage for hauled materials resulting from an accident and an MCS-90 endorsement with the appropriate coverage limit for the type of Goods being transported.

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

E. Professional Indemnity/Errors and Omissions Liability Insurance, for any of the Services which involve medical, legal, accounting, engineering, or similar types of professional services which are typically insurable under professional indemnity policies, covering liability for financial loss or damage due to an act, error, omission, breach of duty, or negligence resulting from errors or omissions in the delivery of professional services with a minimum limit (either alone or with Umbrella Liability Insurance) per event of CAD\$1,000,000 if Services are to be performed solely in Ghana, Indonesia, or Peru, or CAD\$2,000,000 if Services are to be performed solely outside of the aforementioned countries; in the event such policy is cancelled within 24 months after the end of the Term, and no replacement policy meeting the requirements of this Clause E. is purchased, Supplier shall purchase a 24-month tail extension for the cancelled policy.

F. Medical, Accident, and Travel Insurance, covering all Supplier personnel who will travel, in connection with performance of the Services, to any mine site, exploration site, or non-US location, including coverage of any cost associated with comprehensive emergency medical evacuation, treatment, and repatriation, including repatriation of mortal remains and any costs related thereto.

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

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

10.2 The forms of the policies, the companies issuing the same, and all other matters with respect to the adequacy of protection shall be subject to the prior and continuing approval of Customer. Supplier shall deliver to Customer, at least five business days prior to commencement of the Services, certificate(s) of insurance for all of the above-required insurance policies containing the following:

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

B. evidence that coverage is primary insurance with respect to the interest of Customer and that any other insurance or self-insurance maintained by Customer is excess and noncontributory;

C. evidence that Customer and, only with respect to Comprehensive Aircraft Liability insurance, TMAC Mining Corporation, is listed as an additional insured on such policy (not required for Worker's Compensation insurance and not required for Professional Indemnity/Errors and Omissions Liability Insurance unless Supplier subcontracts out any of the covered Services);

D. a statement that the insurance provider has waived subrogation rights with respect to Customer (not required for Professional Indemnity/Errors and Omissions Liability Insurance); and

E. a statement that the policy will not be materially changed or canceled without at least 30 days' prior Notice, by registered or certified mail, to Customer.

10.3 The effecting of the insurance set out herein shall not in any way limit, alter, or affect the liability and obligations of Supplier under this Agreement. Notwithstanding anything herein to the contrary, any policies written on a claims made basis must provide cover in respect of claims arising out of this Agreement for at least seven years from the expiration or termination of this Agreement.

10.4 In the event that Supplier is permitted to subcontract any of the Services, Supplier shall require the types of insurance coverage set forth in this Section 10 (or such coverage as may be acceptable to Customer) from its subcontractors and shall require and ensure that subcontractors certify insurance coverage to Customer prior to commencement of any Services. In the event that any supplier of Supplier is going to go onto Customer's Premises in connection with the Services, Supplier shall require the types of insurance coverage set forth in Sections 10.1.A, B, and C (or such other coverage as may be acceptable to Customer) from such supplier and shall require and ensure that such suppliers certify insurance coverage to Customer prior to commencement of any Services.

10.5 If Supplier fails to effect or keep in force any of the insurance required by this Agreement, Customer may, but is not obligated to, effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and may recover as a debt due from Supplier the amount so paid, plus an additional 15% of that amount, or deduct the amount so paid, plus an additional 15% of that amount, from any amount due or becoming due to Supplier, or in the alternative, suspend payment of amounts owed to Supplier until Supplier obtains the required insurance.

10.6 Supplier shall effect all insurance policies required under this Section 10 with insurance providers that have a Best rating of B+ XII or better. Should any insurance company which is providing insurance required by this Agreement fall below a Best B+ XII rating, Supplier shall promptly give Notice to Customer and, as soon as practicable, effect coverage with another insurance provider that has a Best rating of B+ XII or better.

10.7 Supplier may insure or self-insure its tools and equipment as it deems appropriate. Whether Supplier insure or self-insures such tools and equipment, the Supplier hereby releases from liability, and waives all rights of recovery (including rights of subrogation) from and against, each Customer Party for all loss or damage to such tools and equipment irrespective of the theory upon which any claim is brought. Supplier shall include in all subcontracts a provision equivalent to this Section 10.7 affording each Customer Party a release from and waiver of liability for loss or damage to subcontractors' tools and equipment.

11. TERMINATION.

11.1 Customer may immediately terminate this Agreement at any time, for its convenience, by giving Notice of the same to Supplier, which Notice shall specify the effective date of termination (the "Termination Date"). Upon Supplier's receipt of any such Notice (the "Termination Notice Date"), Supplier shall, unless the Notice requires otherwise: (A) promptly discontinue work on applicable Goods as of the Termination Notice Date, and on applicable Services as of the Termination Date; (B) place no further orders for Goods covered by the terminated documents; (C) promptly make reasonable effort to either obtain cancellation on terms satisfactory to Customer of all orders to sub-suppliers for Goods or assign those orders to Customer; and (D) assist Customer, at Customer's expense and upon Customer's request, in the maintenance, protection, and disposition of Goods already acquired by Customer under this Agreement. Upon termination by Customer under this Section 11.1, Supplier shall be paid: (I) the unit Price for each item of Goods for which title has passed to Customer in accordance with the provisions of Section 1.6, above, prior to the Termination Date; (II) Supplier's actual costs incurred for Goods in the process of manufacture as of the Termination Notice Date, including unused materials and castings, which are identified to and being manufactured or fabricated specifically and solely as a result of the termination, if any; and (III) for the applicable Services performed and related allowable expenses incurred by Supplier through the Termination Date. Notwithstanding the foregoing: (a) Customer shall not be liable for any Goods which Customer can show, to Supplier's reasonable satisfaction, are Non-Conforming Goods, for which the provisions of Section 8.2, above, shall control; (b) Customer shall not be liable for any Services which Customer can show, to Supplier's reasonable satisfaction, are Non-Conforming Services, for which the provisions of Section 8.3, above, shall control, and (c) the amount payable by Customer shall not exceed the total Price of Goods or Fees for Services specified in the Purchase Order less any payments previously made thereon by Customer and shall not, in any event, include any consideration for loss of anticipated profits on the terminated portion of Goods or Services. Supplier shall invoice Customer for the foregoing allowable charges in accordance with the requirements set forth this Agreement and Customer shall pay Supplier within 90 days of its receipt of a correct invoice.

11.2 Without prejudice to any rights or remedies which Customer may have under law or equity, and without notice to Supplier's sureties, Customer may terminate for cause this Agreement by issuing a Notice of such termination to Supplier if: (A) Supplier is in breach or default of any of its obligations under this Agreement, which breach or default is capable of being cured within five calendar days, and Supplier fails to cure such breach or default within five calendar days of Notice of such breach or default issued by Customer; (B) Supplier is in breach or default of any of its obligations under this Agreement, which breach or default is not capable of being cured within five calendar days, and Supplier fails to promptly utilize best efforts to effect the cure after Notice of such breach or default issued by Customer; or (C) Supplier becomes insolvent, is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or has a receiver appointed on account of insolvency. In the event of such termination for cause, Customer may complete performance of this Agreement by such means as Customer deems appropriate, and Supplier shall be responsible for any additional costs incurred by Customer in so doing.

12. DELAY. Time is of the essence to this Agreement. The delivery and performance dates specified in the Purchase Order are of critical importance to avoid substantial loss and inconvenience to Customer. Supplier agrees that such time schedules are reasonable. In the event of delay or anticipated delay in delivery or performance, from any cause, Supplier shall promptly give

Notice to Customer of the delay or anticipated delay and shall undertake to shorten or make up the delay by all reasonable means, at Supplier's sole cost and expense; provided, however, that if such delay results from a Force Majeure Event and Customer requests that Supplier try to overcome the delay or advance the delivery date, the costs and expenses thereof shall be paid by Customer to the extent the same are attributable to action authorized by Customer in advance. Material slippage in Supplier's delivery or performance schedule shall be deemed to be reasonable grounds for Customer's insecurity, in which event Customer may demand that Supplier provide adequate assurances that Supplier will perform on time.

13. **FORCE MAJEURE.** Any of the following shall be deemed a "Force Majeure Event" under this Agreement: governmental regulation, labour dispute, strike, war, riot, insurrection, civil commotion, explosion, fire, flood, storm or any act of God, delay of common carriers, embargo, or other causes beyond a party's reasonable control. Supplier shall not be liable for any delay in delivery or performance of, or failure to deliver or perform, any Goods or Services covered if such delay or failure is caused by a Force Majeure Event. Where only a part of Supplier's capacity to perform is excused under this Section 13, Supplier shall make a fair allocation of production and deliveries among the various customers then under contract for similar goods or services during the Force Majeure Event period. Customer shall not be liable for failure to take delivery of Goods or failure to allow performance of Services if such failure is caused by a Force Majeure Event. Supplier shall not be obligated to sell, nor Customer obligated to purchase, at a later date, that portion of Goods or Services that Supplier is unable to deliver or perform, or Customer is unable to take delivery of, because of a Force Majeure Event. The party which will be unable to perform its obligation hereunder as a result of a Force Majeure Event shall give the other party Notice within 10 days from the beginning of such Force Majeure Event with reasonably full particulars thereof and the probable extent to which it will be unable to perform or be delayed in performing its obligations. The party giving such Notice shall use its good faith, commercially reasonable efforts to mitigate the effects of such Force Majeure Event as soon as possible after the occurrence thereof. If it appears that a time for delivery or performance scheduled pursuant to the Purchase Order will be extended for more than 20 days by reason of a Force Majeure Event, the party receiving Notice under the prior sentence shall have the right to terminate, by Notice to the other party, any portion of the Purchase Order covering the delayed performance and receive a refund of any amounts paid with respect to the obligations not performed.

14. **GENERAL INDEMNITY.** Supplier shall indemnify, defend, and hold harmless each Customer Party against and from any and all Claims and Losses, including (A) injury, bodily or otherwise, to or death of persons, (B) damage to or destruction of property belonging to Supplier, Customer, or others, (C) violation of any Laws, and (D) environmental liabilities, to the extent the same arises out of or are caused by Supplier's breach of this Agreement or any Supplier Party's or Supplier Party's invitee's acts, omissions, or performance in connection with this Agreement; provided, however, that the foregoing indemnification shall not apply to the extent such Claim or Loss arises out of or is caused by Customer's negligence or willful misconduct.

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

16. **TAXES.** Supplier shall be solely responsible for all income, withholding and similar taxes levied upon the remunerations earned by Supplier hereunder. Without limiting the generality of the foregoing, Supplier accepts any and all withholdings that Customer may be obligated to make, pursuant to applicable law, from compensation payments to Supplier under this Agreement. If Supplier is exempt from any such withholding taxes, it shall make available to Customer such documentation and other information as may be required by the applicable taxing authority in order to establish Supplier's exemption. Any use, sales, or similar taxes imposed by any governmental authority on or measured by any transaction between Supplier and Customer pursuant to this Agreement, including any applicable Canadian federal and provincial sales taxes (GST, HST, and PST), shall be paid by Customer in addition to the Prices and Fees (unless the Prices or Fees specifically include such taxes, as set forth in the Purchase Order). Supplier shall cooperate with Customer in opposing the imposition of such taxes on any Goods or Services, the legality of which is reasonably contested by Customer, and in securing any abatement or refund thereof sought by Customer. Supplier shall pay all other taxes imposed on any Goods or Services before transfer of title or performance thereof to or for Customer.

17. **CONFIDENTIALITY.** Supplier, for itself and on behalf of each Supplier Party and their respective assigns, agrees (A) to treat as confidential and proprietary, (B) not to disclose to others, during or subsequent to the Term, and (C) not to use, except for purposes of performing the Services, without the express prior written consent of Customer, which consent may be withheld for any reason whatsoever, any information, whether verbal or written, of any description whatsoever (expressly including any technical information, experiments, or data) regarding plans, programs, plants, processes, products, minerals, real property interests, costs, equipment, operations, or customers of Customer or its affiliates, or which has been expressly identified by Customer as being confidential in nature, that may come within the knowledge of such Supplier Party in the performance of this Agreement, including all Data and Inventions (collectively, "Confidential Information"). Supplier shall take all necessary precautions, contractual and otherwise, to prevent unauthorized disclosure or use of Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that: (I) is, or shall have been, in the possession of Supplier and not subject to a confidentiality obligation prior to disclosure thereof to Supplier in connection with this Agreement; (II) through no act or omission of Supplier becomes published or otherwise available to the public under circumstances such that the public may utilize the same without any direct or indirect confidentiality obligation to Customer or its affiliates; or (III) is acquired by Supplier from any third party

rightfully possessed of the same and having no direct or indirect confidentiality obligation to Customer or its affiliates, with respect to the same; provided, however, that the foregoing exceptions shall not apply with respect to personally identifiable information regarding the employees or agents of Customer or any of its affiliates or contractors (other than Supplier). All Confidential Information shall be delivered to Customer upon the termination or expiration of this Agreement, or at any other time upon Customer's request. Supplier shall not retain copies of Confidential Information without Customer's express written authorization. Notwithstanding the foregoing, Supplier may retain one archival hard copy of the Confidential Information for such period of time that Supplier normally retains archival hard copies, and such hard copy shall remain subject to this Section 17 until it is destroyed. In addition, if Supplier's computer system automatically retains back-up copies of Confidential Information, Supplier may retain such copies in Supplier's archival computer storage for the period of time that Supplier normally archives backed-up computer records, and such computer copies shall remain subject to this Section 17 until they are destroyed or erased. Supplier acknowledges that Customer's Confidential Information is an important asset of Customer and/or its affiliates and that there is not an adequate remedy at law for a breach of this Section 17 and Customer and/or its affiliates will suffer irreparable harm as a result of such a breach. Therefore, Supplier agrees that Customer and/or its affiliates, as applicable, shall be entitled to equitable relief, including temporary and permanent injunctive relief without the obligation of posting bond (cash or otherwise), in the event of actual or threatened disclosure or use of Confidential Information in breach of this Section 17.

18. ASSIGNMENT; SUBCONTRACTORS. The rights and obligations under this Agreement may not be assigned by Supplier without the prior written consent of Customer, which consent may be denied in its sole discretion. Any attempted assignment without such consent shall be void. If such consent is granted, such assignment shall not increase or alter Customer's obligations nor diminish or alter Customer's rights. With respect to any Services to be performed by Supplier, such Services are unique and, therefore, Supplier may not subcontract any portion of its performance thereof to any third party without the prior written consent of Customer. If Customer consents to Supplier's use of a subcontractor for the performance of all or any portion of the Services, Supplier nevertheless is and shall remain fully responsible for compliance with all provisions of this Agreement by, and the acts and omissions of, such subcontractor and all of its personnel. In addition, Supplier shall ensure that each such subcontractor's agreement requires the subcontractor specifically to comply with the provisions set forth in Sections 2.6, 3, 5.6, 9, 10, 17, and 23.

19. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, other than such laws, rules, regulations, and case law that would result in the application of laws of a jurisdiction other than the Province of Ontario, Canada. The parties hereby submit to the jurisdiction of the provincial courts in the Province of Ontario, Canada, and agree that the provincial courts in the Province of Ontario, Canada shall be the exclusive forum for the resolution of any disputes related to, arising out of, or arising under this Agreement, whether based in tort, contract, or other legal theory.

20. NOTICES. All notices and other required communications under this Agreement ("Notices") shall be in writing, and shall be sent to the addresses set forth below, if to Customer, and to the Supplier's address as set forth in the Purchase Order, if to Supplier. A party may change its Notice address by sending Notice to the other party of the new address. Notices shall be given: (a) by personal delivery to the other party; (b) by facsimile, with electronic delivery confirmation received; (c) by registered or certified mail, return receipt requested; or (d) by express courier (e.g., DHL, Federal Express, etc.). Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of the personal delivery; (ii) if by facsimile, on the date stated in the electronic confirmation, delivered during normal business hours (8:00 a.m. to 5:00 p.m. at recipient's location) and, if not delivered during normal business hours, on the next business day following delivery; (iii) if solely by mail, on the date of receipt as stated on the return receipt; or (iv) if by express courier, on the date signed for or rejected as reflected in the courier's delivery log.

Notice address for Customer:

TMAC Resources Inc.
181 University Avenue, Suite 300, PO Box 33
Toronto, ON, M5H 3M7

21. ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; WAIVER. This Agreement constitutes the complete and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes, merges, and voids all negotiations, prior discussions, and prior agreements and understandings, whether written or oral, relating to the subject matter hereof. This Agreement may not be altered or amended except by a document executed, or otherwise legally accepted, by both parties. Should any clause or provision of this Agreement be held or deemed unenforceable or illegal by any court, the remaining provisions of this Agreement shall survive and be fully enforceable as if the illegal or offending provision was never included herein. Any waiver hereunder by a party of a right or entitlement shall be effective against such party only if in a writing signed by such party, and any such waiver shall be effective only with respect to the particular matter to which it relates and shall not be a continuing waiver.

22. SURVIVAL. All provisions of this Agreement which, by their general terms, reasonably may be interpreted as being intended to survive the expiration or termination of this Agreement, shall so survive.

23. PUBLICITY. Supplier shall not make news or media releases or issue other advertising pertaining to this Agreement or otherwise referencing Customer or any of its affiliates without first obtaining the written approval of Customer.

\\END OF DOCUMENT