

TERMS AND CONDITIONS FOR SERVICES ON SITE

1. ACCEPTANCE, NO ADDITIONAL TERMS

For purposes of these Terms and Conditions and all related activity, the term:

- "Supplier" means: the Supplier, Seller, Supplier or Vendor identified on the applicable Purchase Order ("PO");
- "Company" means: Company Gold Mines N.V. (Company) identified on the applicable PO.

The PO will be deemed accepted by Supplier upon the first of the following to occur:

- Supplier making, signing or delivering to Company any letter, form or other writing or instrument acknowledging acceptance;
- any performance by Supplier under the PO; or
- the passage of ten (10) calendar days after Supplier's receipt of the PO without written notice to Company that Supplier does not accept.

Company reserves the right to revoke or withdraw the PO, in whole or in part, prior to Supplier's acceptance. By accepting the PO, Supplier agrees to comply with the terms and conditions contained herein and any other attachments noted in the PO and to sell the goods or products ("Goods") and/or provide the services ("Services") as described herein for the prices indicated therein. Acceptance of the PO is expressly limited to the terms and conditions contained herein (including attachments to the PO). No shipment shall be made in case of any deviation from the terms and conditions, including quantities and specifications, specified in the PO. Unless approved in writing by the Supply Chain Manager or Supply Chain Superintendent, any such deviation shall be covered by means of a revised PO.

The terms and conditions of a signed contract agreement for the supply of the Goods or Services specified on the PO will take precedence over these standard terms and conditions. No other terms or conditions submitted by either party that are in addition to, different from or inconsistent with those contained herein or in the PO, including, without limitation, Supplier's standard printed terms and conditions, and any terms and conditions contained in any Supplier quotation, invoice, order acknowledgment, confirmation, acceptance, bill of lading or other instrument, shall be binding upon either party unless specifically and expressly agreed to in a writing signed by duly authorized representatives of both parties.

2. RELATIONSHIP OF PARTIES

Supplier shall perform the Services as an independent Supplier and nothing contained herein shall be deemed to create a relationship of employer and employee, partnership or joint venture between Parties.

The Supplier shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the Supplier, its experts, agents or employees. The approval by Company of the subcontracting of any part of the PO or of the subcontractors to perform any part of the services shall not relieve the Supplier of any of its obligations under the PO.

Nothing in this PO is intended nor shall be construed as creating any exclusive arrangement with Supplier. This PO shall not restrict Company from acquiring similar, equal or like services from other Suppliers.

Supplier have no authority to bind Company in any way and shall inform all parties with which it has dealings on behalf of Company of its status as an independent Supplier to Company, and shall not, explicitly or implicitly, hold itself out as, or give any appearance of, having specific or apparent authority to act for or bind Company.

Supplier's Team is hereby authorized to enter the Mine Site at those locations and at such times that are reasonably necessary to perform the Services in a manner that will not interfere with any activities conducted by Company. This will be under supervision of the responsible Department of Company.

The Supplier shall execute the PO with due care, efficiency and diligence in accordance with the best professional practice. Supplier represents that it has all required business licenses and permits to provide the agreed Services.

The Supplier shall comply with any administrative orders given by Company. Where the Supplier considers that the requirements of an administrative order go beyond the authority of Company or of the scope of the PO he shall give notice, with reasons, to Company.

The Supplier shall supply, without delay, any information and documents to Company upon request, regarding the conditions in which the PO is being executed.

Should any unforeseen event, action or omission directly or indirectly hamper performance of the Services, either partially or totally, the Supplier shall immediately and at its own initiative record it and report it to Company. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Supplier to ensure full compliance with its obligations under the PO. In such event the Supplier shall give priority to solving the problem rather than determining liability.

If the Supplier is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the PO, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the PO shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of Company. Any alteration of the composition of the consortium without the prior consent of Company may result in the termination of the PO.

3. WARRANTIES

Supplier represents warrants and covenants that:

- Services will conform to any specifications and/or standards provided by Supplier and approved by Company, comply with applicable law and be performed expeditiously and consistent with any applicable standards of skill and care;
- Services and their use, manufacture, sale, lease, distribution, or other commercialization do not and will not infringe, misappropriate or violate the trademarks, service marks, copyrights, patents, patent rights, trade secrets and other intellectual property rights of a third party; and
- Services will comply with all applicable local laws and regulations.

There are no warranties which extend beyond those set forth above. The warranties provided herein are given expressly and are in place of all other express or implied warranties and all implied warranties for merchantability and fitness for a particular purpose are disclaimed.

4. ACCEPTANCE

All Services shall be subject to Company's Acceptance. Upon completion of all Services to be performed by Supplier with respect to any Deliverable, Supplier shall deliver a written notice to Company certifying that the Deliverable meets and conforms to applicable specifications and is ready for Company to conduct Acceptance Tests. At Company's request, Supplier shall assist Company in performing Acceptance Tests at no additional cost to Company. If Company determines that a Deliverable fails to satisfy its Acceptance Tests, Company shall provide Supplier with notice of Non-acceptance with respect to such Deliverable. In the event Company provides notice of Non-acceptance to Supplier with respect to any Deliverable, Supplier shall correct and repair such Deliverable and submit it to Company within ten (10) days of Supplier's receipt of notice of Non-acceptance so that Company may re-conduct its Acceptance Tests with respect to such Deliverable.

In the event Company determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Supplier has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then Company shall have the right, at its sole option, to:

- require Supplier to correct and repair such Deliverable within such period of time as Company may specify in a written notice to Supplier;
- refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);

- accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to Company's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by Company to correct such Deficiencies; or
- terminate this PO and/or seek any and all available remedies, including damages.

5. PRICES, INVOICES, PAYMENT AND TAXES

Unless specified otherwise in the PO, Supplier shall invoice Company upon completion of the rendered Services. Each invoice, to be submitted to Company's Procurement Department, shall contain a description of the Services being invoiced for and must be duly signed off by Company's Project Manager, stating the Acceptance of the rendered Services.

Unless specified otherwise in the PO, Company shall make payment within 45 (forty-five) days from receiving the invoice.

Supplier accepts its responsibility for settling its own tax liabilities and herewith indemnifies and holds harmless Company against any and all claims and taxes and levies (including interest, penalties, and any other costs) which are claimed or assessed against Company in connection with or as the result of payments made hereunder to Supplier for the Services in the United States of America.

For the purpose of above mentioned provision on tax payment, Company reserves the right to audit the books and records of Supplier relating to payments under this PO. Supplier shall keep a proper administration of its books and records, and agrees to fully cooperate with and give Company excess to relevant book and records for such audits, upon prior written request of Company. This right to audit also applies to payment of wages and other secondary benefits to Supplier's Team. In this regard Company warrants that these audits shall be for informative purposes only and that all information retrieved from Supplier's books and records shall be held highly confidential.

Supplier accepts the responsibility to maintain reasonable insurances deemed necessary to carry out the Services during the Term. This also includes, but is not limited to, all required medical, health and travel insurances for Supplier's Team. In addition Supplier will be responsible for payment of wages and other secondary benefits, if applicable, to Supplier's Team which will be located on the Mine Site. Supplier must, if requested, provide Company with documentation certifying that Supplier and Supplier's Team is insured and in compliance with this PO.

Neither Supplier nor Supplier's Team shall be entitled to participate in, or receive, any benefits from any insurance plan, disability plan, medical or dental plan, hospital plan, pension benefit plan, deferred compensation plan, savings plan or any fringe benefit or welfare benefit plan sponsored, maintained or provided by Company.

6. SCOPE OF THE SERVICES

The scope of the services is specified in the PO or as an annex to the PO.

Where the PO is for an advisory function for the benefit of Company in respect of all the technical aspects of the project which may arise out of its implementation, the Supplier shall not have decision-making responsibility.

Where the PO is for management of the implementation of the project, the Supplier shall assume all the duties of management inherent in supervising the implementation of a project, subject to Company's authority.

7. COMPLIANCE WITH LAWS, STANDARDS AND POLICIES

In providing the Services, Supplier shall perform its obligations faithfully and diligently and will:

- (a) comply with and ensure that its employees, agents, contractors and subcontractors ("Personnel") comply with all applicable laws and regulations;
- (b) comply with Company's policies that can be obtained from the procurement department on request and
- (c) to the extent that Supplier's Personnel are required to enter onto Company's Mine Site (in district Brokopondo) or property, ensure that such

Personnel comply with all policies, guidelines and procedures of Company as may be amended from time, including, but not limited to Company's Code of Conduct, Business Code of Ethics, Environment, Health and Safety Policy and guidelines, Camp Rules, Traffic Plan, Defensive Drive, and the Alcohol and Drugs Policy.

A copy of these Company policies will be provided to Supplier upon commencement of the Services.

8. EXCLUSION OF CONSEQUENTIAL LOSS

Neither party will be liable to the other party under the PO for any special, incidental, indirect, consequential, exemplary or punitive damages or losses, loss of profits or revenues, loss of opportunities, loss of goodwill or loss of capital (collectively "Consequential Loss"), with the exception of Consequential Loss caused by a party's criminal acts, fraud or willful misconduct or Consequential Loss caused by Supplier for which Supplier is required to be insured under a policy of insurance

9. INDEMNITIES

Supplier assumes all liability for and will indemnify and hold harmless Company from and against any and all liabilities caused by:

- Supplier's negligent performance of the Services;
- breach of this PO by Supplier or its Team;
- a personal or bodily injury or death of any person, including without limitation any third party, damage of property of Company or any third party caused by the negligence of Supplier or its Team.

Supplier will be held liable for any and all damages occurred to Company's material and / or equipment, in its negligent performance of the Services, unless Supplier can substantially evidence that the occurred damages are not related in any way to conduct the Services.

10. LIMITATION OF LIABILITY

Company agrees to limit the liability of Supplier, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("Supplier Group") to Company, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from Supplier's acts, negligence, errors or omissions, such that the total aggregate liability of the Supplier Group to all those named shall not exceed Five Hundred Thousand Dollars (\$500,000) or Supplier's total fee for the Services rendered under this PO, whichever is greater. However, compensation for loss or damage resulting from the Contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable.

11. STAFF

For fee-based Services, the Supplier must inform Company of all staff which the Supplier intends to use for the implementation of the tasks. Company shall have the right to oppose the Supplier's choice of staff.

All those working on the project with the approval of Company shall commence their duties on the date or within the periods notified to the Supplier by Company.

Supplier shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this PO efficiently.

No recruitment of an expert by the Supplier can create contractual relations between the expert and Company. The Supplier shall not make changes to the agreed staff without the prior approval of Company. The Supplier must on its own initiative propose a replacement in the following cases:

- In the event of death, in the event of illness or in the event of accident of an agreed staff;
- If it becomes necessary to replace an agreed staff for any other reasons beyond the Supplier's control (e.g. resignation, etc.).

Moreover, in the course of performance, and on the basis of a written and justified request to which the Supplier shall provide its own and the agreed staff's observations, Company can order an agreed staff to be replaced.

Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the Supplier is unable to provide a replacement with equivalent qualifications and/or experience, Company may either decide to terminate the PO, if the proper performance of it is jeopardized, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

Additional costs incurred by the replacement of an agreed staff are the responsibility of the Supplier. Company makes no payment for the period when the agreed staff to be replaced is absent.

12. IMPLEMENTATION OF TASKS

The Scope of Services fix the date on which implementation of the tasks is to commence.

If the Supplier fails to perform the services within the period of implementation of the tasks specified in the PO, Company shall, without formal notice and without prejudice to its other remedies under the PO, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the PO and the actual date of completion of these tasks.

The daily rate for liquidated damages is calculated by dividing the PO value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the PO.

If Company has become entitled to claim 15% of the PO value, it may, after giving notice to the Supplier:

- terminate the PO, and;
- enter into a contract with a third party to complete the services, at the Supplier's cost.

13. CONFIDENTIAL INFORMATION

In the course of performing the PO, the Supplier and/or the Company may obtain certain information, oral or written (in whatever form), of a confidential nature (or which reasonably ought to be known as confidential) of the other party in relation to the business, operations, affairs or activities of the disclosing party and/or its affiliates ("Confidential Information"). The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of the PO. In that regard, Supplier expressly acknowledges that, by providing any Confidential Information to the Company, or by including any Confidential Information in any Goods supplied to the Company, Supplier is expressly authorizing the Company to use such Confidential Information for all purposes incident to the transaction covered by the PO, including but not limited to future use, repair, or replacement of any Goods provided under the PO. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its personnel in violation of the terms of this Agreement. If the receiving party is required to disclose the disclosing party's Confidential Information by a lawful court order, subpoena, or similar legal request, the receiving party shall promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek an appropriate protective order. Each party acknowledges that failure to comply with this paragraph may irreparably harm the business of the other party, and that a breach of one party's obligations under this paragraph shall entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

14. INTELLECTUAL PROPERTY

If, in performing the PO, Supplier provides to Company any intellectual property, trade secrets, work product, work of authorship, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium ("Deliverables"), such Deliverables shall be deemed to be owned by Company, unless Company expressly agrees in writing otherwise. Company shall be deemed the "inventor," "author," and "owner" of all Deliverables

under applicable law, and Supplier agrees to assign, and hereby assigns, to Company any and all intellectual property rights in and to such Deliverables.

15. DATA AND INFORMATION

Company shall provide to Supplier all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. Supplier shall be entitled to rely upon the Project Information provided by Company or others and Supplier assumes no responsibility or liability for the accuracy or completeness of such. Company waives any claim against Supplier, and agrees to indemnify and hold Supplier harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. Supplier will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on Supplier's data, interpretations or recommendations.

16. TERMINATION

Company or Supplier may terminate the PO by written notice to the other party in the event of a material breach by the other party that is not cured within thirty (30) days after written notice thereof has been given. Any termination hereunder shall be without prejudice to any claims for damages or other rights of the parties.

Company may terminate the PO for its convenience at any time upon providing thirty (30) days written notice to Supplier. In such case, Supplier shall be entitled to receive full compensation for all Services supplied prior to the date of termination.

17. GOVERNING LAW

The PO is governed by the laws of Suriname. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Suriname.

18. FORCE MAJEURE

Should any circumstance arise preventing the complete or partial fulfillment of the services by either party such as fire, flood, earthquake epidemics, law and regulations and circumstances beyond the control of parties control Supplier shall be suspended for such nonperformance to the intent performance was prevented by the Force Majeure if the FM circumstance last for more than 7 (seven) days, then either party shall be entitled to terminate the services so effected.

19. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this PO or the breach, termination, interpretation or invalidity thereof (a "Dispute") shall be resolved as follows:

- a. Parties shall endeavor for a period of 2 (two) weeks to resolve the Dispute by negotiation. This period may be extended by agreement of Parties.
- b. If negotiations are unsuccessful, Parties shall submit the Dispute to the competent court in Suriname.

20. CHILD & FORCED LABOUR AND HEALTH & SAFETY

Company expects its Suppliers:

- (a) to safeguard, within the supply chain until the production units at a minimum that the rights set forth in the Convention on the Rights of the Child, the ILO Minimum Age Convention (C.138) or the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182) are enforced;
- (b) to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO Conventions pertaining to forced labor: Forced Labour Convention, (C.29) and Abolition of Forced Labour Convention, (C.105); and
- (c) to maintain the highest standards of Health and Safety, providing adequate health and safety standards to their employees, in conformity national and international law, rules and regulations. (ILO Convention on Occupational Safety and Health, (C.155).

21. CODE OF CONDUCT

Supplier shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of Company. It shall not

commit Company in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.

Supplier or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. Supplier or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the PO or for showing favour or disfavour to any person in relation to the PO. Supplier shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

The payments to Supplier under this PO shall constitute the only income or benefit it may derive in connection with the PO. Supplier and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the PO.

The execution of the PO shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the PO or not stemming from a properly concluded contract referring to the PO, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. Company may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

22. CONFLICT OF INTEREST

The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the PO. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the PO shall be notified to Company without delay. In the event of such conflict, the Supplier shall immediately take all necessary steps to resolve it.

23. GENERAL PROVISIONS

Supplier shall not assign, delegate or subcontract the PO or any interest herein, including any performance or any amount that may be due hereunder, without Company's prior written consent. The PO, including these Terms and Conditions and any attachments noted in the PO, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous understandings or statements unless expressly contained herein. If there is any conflict between these Terms and Conditions and a provision elsewhere in the PO (including attachments to the PO), these Terms and Conditions will prevail. No modification or alteration of the terms hereof shall be binding unless such modification alteration is in writing and signed by both Company and Supplier. Either party's waiver of any breach, or failure to enforce any of the terms and conditions hereof, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof..