

**ANGLOGOLD ASHANTI AUSTRALIA LIMITED  
ABN 42 008 737 424**

**AND**

**CONSULTANT NAME  
ABN CONSULTANT ABN**

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**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. [xxxx]**

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**KEY TERMS SCHEDULE FOR CONTRACT**  
**[INSERT CONTRACT ID]**

**Item 1: Parties and Site**

Company: *AngloGold Ashanti Australia Limited*

ABN: *42 008 737 424*

Company Representative: *[\*insert name, title and contact details, including email address\*]*

Consultant: *[\*Insert Consultant's name and address\*]*

ABN: *[\*Insert Consultant's ABN\*]*

Consultant's Representative: *[\* Insert Consultant's Representative (Name, title and contact details, including email address)\*]*

Site: *[\*\*Insert details of Company site where services are to be performed (if applicable)\*\*]*

**Item 2: Services**

*[\* Note: The services described under the heading "Scope of Work" on the document attached as Schedule 1 [and attach Scope of Work\*] OR [\*Insert a full description of services\*] OR insert "As instructed by the Company from time to time pursuant to a Purchase Order and/or a Proposal"*

**Item 3: Key Personnel**

*[\* Insert names, qualifications and addresses of any specific persons AngloGold Australia requires to perform the Services. \*]*

**Item 4: Start and Finish Date**

Start Date: *[\* Insert Start date if there is one individual piece of work being performed under the Contract. If this is an umbrella contract under which multiple pieces of work will be performed, insert "as per the Proposal for relevant Services"\*]*

Finish Date: *[\* Insert Finish Date if there is one individual piece of work being performed under the Contract. If this is an umbrella contract under which multiple pieces of work will be performed, insert "as per the Proposal forthe relevant Services" \*]*

**Item 5: Payment**

Invoice Intervals: [monthly in arrears] or OR [\* Insert description of stages of work to be completed before each invoice is issued.\*]

Rate of Remuneration: [\* Insert rate of remuneration \*]

**Item 6: Date of Contract**

[\* Insert date of contract, being the date on which the last of the parties executed the contract\*]

**Item 7: Term**

[\* Insert the term of the contract\*]

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**ANGLOGOLD ASHANTI AUSTRALIA LIMITED**  
**PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made on the Date of Contract

**BETWEEN**

**ANGLOGOLD ASHANTI AUSTRALIA LIMITED** ABN 42 008 737 424 of Level 10, 140 St Georges Terrace, Perth, WA, 6000 (the "**Company**");

**AND**

**THE ENTITY NAMED AS CONSULTANT IN ITEM 1 OF THE KEY TERMS SCHEDULE** (the "**Consultant**").

**RECITAL:**

The Company wishes to engage the Consultant, and the Consultant has agreed, to perform the Services, on the terms and conditions of this Contract.

**THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATION**

**1.1. Definitions**

In this Contract, unless the context requires otherwise:

**"Applicable Policies"** means any policies, standards, procedures, industry codes and guidelines adopted by the Company, in relation to the Site, the Company and/or its contractors and suppliers, from time to time;

**"Business Day"** means a day that is not a Saturday, Sunday or a public holiday in the State of Western Australia;

**"Carbon Scheme"** means any Law or any requirement or condition of a licence, permit, Government Agency consent or approval:

- (a) with respect to the production or emission of, or to reduce, limit, cease, prevent, offset, remove or sequester, greenhouse gases; or
- (b) that imposes a tax, levy, duty, impost or other charge that is calculated by reference to actual, potential or deemed greenhouse gas emissions or that is intended to reflect a carbon price,

including without limitation any statutory emissions trading scheme for the management of greenhouse gas emissions or concentrations;

**"Company Representative"** means the Company's representative identified in Item 1 of the Key Terms Schedule or any substitute nominated to the Consultant by the Company in writing from time to time;

**"Consultant Representative"** means the Consultant's representative identified in Item 1 of the Key Terms Schedule or any substitute nominated to the Company by the Consultant in writing from time to time;

**"Confidential Information"** means all information and materials disclosed, provided or otherwise made accessible to, or developed by, the Consultant in the course of performing the Services, whether before or after execution of this Contract including the policies, services, processes, procedures, methods, formulations, facilities, products, plans, affairs, transactions, organizations and business connections of the Company and its Related Bodies Corporate but excludes information that the Consultant can prove:

- (a) was in the public domain at the Date of Contract;
- (b) subsequent to the Date of Contract, became part of the public domain otherwise than as a result of disclosure by the Consultant or its Personnel or other person directly or indirectly in breach of this Contract or other obligation of confidentiality; or
- (c) was in its possession at the time of disclosure by the Company to the Consultant and was not otherwise acquired from the Company directly or indirectly;

**"Claim"** means any action, suit, proceeding or demand of any kind;

**"Conflict of Interest"** means a situation where an employee of the Company (whether temporary, part-time or permanent) and /or that employee's related parties (including family or close friends) have an interest, either directly or indirectly, in an entity (such as the Consultant) that may do, or does, business with the Company. The conflict may be actual, potential or perceived. Good faith or intention by any party involved will not affect the duty to report the conflict. The conflict may relate to an interest in the Consultant itself, or if the Consultant is aware of, or suspects an interest that the employee may have with others. The conflict may include hospitality, or any gifts, or expensive entertaining;

**"Consultant IP"** means all Intellectual Property which the Consultant can demonstrate:

- (a) was owned by the Consultant as at the Date of Contract; or
- (b) came into existence after the date of this Contract independently of the performance of this Contract and was not paid for by the Company;

**"Contract"** means this contract, including the Key Terms Schedule, each other Schedule to this Contract and any applicable Proposal and/or Purchase Order;

**"Contract IP"** means all Intellectual Property developed by or on behalf of the Consultant in connection with providing the Services;

**"Contract Price"** means the price for the Services calculated in accordance with Item 5 of the Key Terms Schedule;

**"Date of Contract"** means the date of this Contract being the date on which the last of the parties executed the Contract and set out in Item 6 of the Key Terms Schedule, or if no such date is specified, the date so deemed by the Company;

**"Discoveries"** means all work, ideas, concepts, reports, designs, discoveries, inventions (whether patentable or not) and Intellectual Property made by the Consultant or its Personnel, alone or with others, in the course of performing the Services or otherwise arising out of the use of any of the Company's time, materials, resources or facilities including all computer programs, source codes, compilations, flowcharts, drawings and software developed or adapted for specific application to or by the Company;

**"Finish Date"** means the date specified in Item 4 of the Key Terms Schedule (if any) or another date agreed in writing by the parties;

**"Government Agency"** means government, government department or court, port, transport or local authority or person (whether autonomous or not) responsible for the administration of an applicable Law;

**"GST"** has the meaning given in the *New Tax System (Goods and Services Tax) Act 1999* (C'th);

**"Indemnified Party"** has the meaning given in Clause 15;

**"Input Tax Credit"** has the meaning given in the *New Tax System (Goods and Services Tax) Act 1999* (C'th);

**"Insolvency Event"** means, in relation to the Consultant only, any of the following events:

- (a) becoming subject to bankruptcy, liquidation or winding up procedures or otherwise becoming insolvent (other than for the purpose of a solvent restructuring or amalgamation);
- (b) a receiver, receiver/manager, administrator or voluntary administrator is appointed to a party, or a mortgagee takes possession of all or a substantial part of its assets or the party is placed under official management; or
- (c) a judgement is entered against it for a sum in excess of \$20,000 and that sum remains unsatisfied or is not appealed for a period of 21 days;

**"Intellectual Property"** means all industrial and intellectual property rights (including rights to patents, designs, copyright, trade marks, trade names and circuit layouts) conferred under statute, common law, equity or otherwise in any country;

**"Key Personnel"** means the persons (if any) identified in Item 3 of the Key Terms Schedule;

**"Key Terms Schedule"** means the schedule at the beginning of this Contract;

**"Law"** means:

- (a) the present or future requirements of any statute, regulation, order, rule, subordinate legislation, common law, equity or other document enforceable under any statute, regulation, rule or subordinate legislation, common law or equity; and
- (b) the lawful requirements, directions or instructions of any Government Agency;

**"Liabilities"** means any damages, Claims, losses, liabilities, costs and expenses of any kind;

**"Modern Slavery"** means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, forced or servile marriage, the sale and exploitation of children and other slavery-like exploitation as prohibited or defined as a modern slavery offence under anti-slavery and human trafficking laws, statutes and codes from time to time in force including, but not limited to the *Criminal Code Act 1995* (Cth), sch 1 divisions 270 and 271 and the *Modern Slavery Act 2018* (Cth). For the avoidance of doubt, Modern Slavery includes any conditions or practices similar to those prohibited under those laws, statutes, regulations and codes;

**"NGERS"** means the *National Greenhouse and Energy Reporting Act 2007* (C'th) and all regulations, measurement determinations and other instruments made under it;

**"Notice"** means a notice, consent, approval or other communication under this Contract;

**"Personnel"** means:

- (a) in relation to the Consultant – any of the Consultant's employees, representatives, agents, consultants and invitees, any of its Sub-contractors, and any of its Sub-

contractors' Personnel under paragraph (b), involved either directly or indirectly in performing any part of the Services; and

- (b) in relation to a Sub-contractor – any of its employees, representatives, agents, consultants and invitees involved whether directly or indirectly in the performance of the Services;

“**PPSA**” means the Personal Property Securities Act 2009 (Cth);

“**Proposal**” has the meaning given in Clause 2.7;

“**Purchase Order**” means a formal order document issued by the Company under this Contract for Services which the Company requires;

“**Related Body Corporate**” has the meaning given in the *Corporations Act 2001* (Cth);

“**Scope of Work**” means the work specification for and description of the Services set out in Item 2 of the Key Terms Schedule or a Purchase order and/or Proposal (if any);

“**Services**” means the work and services identified in Item 2 of the Key Terms Schedule and/or specified in a Proposal and/or Purchase Order to be performed by the Consultant and any further work the Consultant agrees to perform for the Company under this Contract;

“**Site**” means the place(s) designated in Item 1 of the Key Terms Schedule for the performance of Services and/or the place(s) to which the Consultant is to have access for any purpose under or in connection with this Contract;

“**Start Date**” means the date specified in Item 4 of the Key Terms Schedule (if any) or another date agreed in writing by the parties;

“**Sub-contractor**” means any person engaged by the Consultant, in accordance with the terms of this Contract, to perform all or any portion of the Services under this Contract on behalf of the Consultant who is not an employee of the Consultant;

“**Taxable Supply**” has the meaning given in *New Tax System (Goods and Services Tax) Act 1999* (Cth);

“**Tax Invoice**” has the meaning given in *New Tax System (Goods and Services Tax) Act 1999* (Cth);

“**Taxes**” means any tax imposed, levied or charged by a government agency and includes, without limitation, any excise duties, stamp or similar duties, customs duties, withholding taxes, value added or similar transaction taxes and any penalties or interest relating thereto; and

“**Term**” means the term of this Contract, as specified in Item 7 of the Key Terms Schedule.

## 1.2. Interpretation

In this Contract, unless the context requires otherwise:

- (a) a reference to a person for whom the Consultant is responsible includes all of its Personnel;
- (b) a reference to any gender includes every gender;
- (c) the absence of a capital letter does not alone indicate that a term that has a defined meaning is to have a meaning other than the defined meaning;
- (d) a reference to a person includes a natural person, corporation, partnership, joint venture, association, authority or state (and vice versa);
- (e) Clause headings and indexes are for convenience of reference only and do not



- affect interpretation;
- (f) the singular includes the plural and vice versa;
  - (g) a recital, schedule, annexure, attachment or exhibit or a description of the parties forms part of this Contract;
  - (h) the meaning of general words is not limited by specific examples introduced by "includes", "including" or "for example";
  - (i) a reference to any contract, document or legislation is to that contract, document or legislation (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
  - (j) a reference to any party to this Contract or any other document or arrangement includes that person's executors, administrators, substitutes, successors and permitted assigns;
  - (k) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
  - (l) a reference to "dollars" or "\$" is to Australian currency;
  - (m) in this Contract, performance of an obligation of any kind by the Consultant:
    - (i) includes performance by the Consultant and, where this Contract expressly permits, by its Sub-contractors; and
    - (ii) must be carried out at the Consultant's cost unless this Contract expressly states otherwise;
  - (n) where this Contract, expressly or impliedly:
    - (i) allows the Company a discretion as to whether or not to do or not to do any act, matter, or thing of any kind, or as to how it may be done; or
    - (ii) confers a power of determination, or a right or obligation to form an opinion or the like;

that discretion, power, right or obligation may be exercised or performed in the absolute discretion of the Company, unless expressly stated otherwise;
  - (o) in the interpretation of a provision of this Contract, a construction that would promote the purpose or object underlying the provision (whether that purpose or object is stated in the provision or not) is to be preferred to a construction that would not promote that purpose or object;
  - (p) in the interpretation of a provision of this Contract, a construction adverse to a party must not be preferred solely on the ground that:
    - (i) that party was responsible for the preparation of this Contract or that provision; or
    - (ii) this Contract or that provision favours the person relying upon that provision; and
  - (q) if there is any conflict or inconsistency between the various components of this Contract, unless otherwise provided, those components will rank in order of precedence in which they are listed below:
    - (i) the Key Terms Schedule;
    - (ii) the Clauses of this Contract; and

(iii) the applicable Purchase Order.

### **1.3. Consultant responsible**

The Consultant is taken to have control over all persons for whom it is responsible including all its Personnel. Any provision of this Contract which imposes an obligation on the Consultant is taken to include an obligation on the Consultant to ensure that all those persons (including all the Consultant's Personnel) do and refrain from doing all things necessary to ensure that the obligation is complied with.

### **1.4. Time**

Time is of the essence in all respects in relation to the obligations of the Consultant under this Contract.

## **2. ENGAGEMENT**

### **2.1. Engagement**

The Consultant agrees to provide Services to the Company, commencing on the applicable Start Date for the particular Services, in accordance with the terms and conditions of this Contract (including the requirements of Item 2 of the Key Terms Schedule) and the terms of any Proposal and/or Purchase Order and in consideration of payments by the Company to the Consultant made in accordance with this Contract.

### **2.2. Key Personnel**

The Consultant must:

- (a) if Key Personnel have been specified, engage these Key Personnel; or
- (b) if no Key Personnel have been specified, engage Personnel who have appropriate qualifications and experience,

to provide the Services on the basis set out in the Scope of Work (subject to entitlements to annual, long service and sick leave) and ensure they do not undertake any other assignment which would conflict with the Consultant's obligations under this Contract or the Company's interests generally.

### **2.3. Standards**

The Consultant must, and must ensure its Personnel:

- (a) ensure that the Services are performed, and all materials and data requested by the Company pursuant to this Contract are prepared diligently, competently, with care and skill and in a proper and professional manner and in accordance with the terms of this Contract;
- (b) provide, and ensure the Personnel provide, the Services in compliance with all Laws and all Applicable Policies;
- (c) keep adequate records of work performed under this Contract and, if requested to do so, immediately provide to the Company copies of those records and of all correspondence or other material arising from or relating to the provision of the Services; and
- (d) if a Finish Date is specified in Item 4 of the Key Terms Schedule or in a Proposal, ensure that the relevant Services have been completely provided by the Finish

Date.

#### **2.4. Obligations do not limit each other**

No obligation on the part of the Consultant under this Contract (including under any term of this Contract or further to an Applicable Policy) limits any other obligation on the part of the Consultant under this Contract, and each obligation is to be construed separately and independently, except to the extent this Contract expressly provides otherwise.

#### **2.5. Reliance**

The Consultant acknowledges that the Company has entered into this Contract relying on the skill, care, expertise, experience and ability of the Consultant to provide the Services.

#### **2.6. No exclusivity**

The Consultant acknowledges that the Company is not obliged to obtain any or all of its requirements for the Services from the Consultant.

#### **2.7. Proposals**

- (a) If multiple pieces of work are to be performed under this Contract, the Company may, in its sole discretion, issue to the Consultant a request for the supply of Services on each occasion that it requires the performance of the same. Following such request the Consultant shall prepare and provide to the Company a written proposal outlining the scope of the particular Services (a "**Proposal**"), which shall be in the form attached as Annexure A to this Contract or other form agreed between the Parties. Each Proposal shall include the following:
- (i) a reference to this Contract;
  - (ii) a description of the Services to be provided;
  - (iii) a Contract Price for the Services;
  - (iv) the Start Date for the Services; and
  - (v) the Finish Date for the Services.
- (b) A Proposal shall not be agreed and accepted by the Parties unless and until the Proposal has been approved by the Company in writing.

#### **2.8. Entire agreement**

This Contract contains the entire agreement between the Company and the Consultant with respect to its subject matter and supersedes all prior communications and negotiations between the Company and the Consultant in this regard, unless those communications expressly form part of this Contract.

#### **2.9. Other documentation excluded**

Without limiting Clause 2.8:

- (a) tender documentation (if any) does not, except to the extent that it is reproduced in this Contract itself, form part of this Contract; and
- (b) if the Consultant's terms and conditions are supplied in connection with the delivery of the Services (including when accepting or acknowledging a Purchase Order), such terms and conditions will be of no legal effect and will not form part of this

Contract (notwithstanding the endorsement, acceptance or signing of any such document by a representative of the Company).

### **3. NATURE OF RELATIONSHIP**

- (a) The Consultant is engaged as an independent contractor and the relationship between the Company and the Consultant is a relationship of principal and independent contractor. Nothing in this Contract will be construed to create a relationship of employment, agency, partnership or joint venture.
- (b) The Consultant has no authority to incur and must not incur any obligation on behalf of the Company except with the express written instruction of the Company.
- (c) The Consultant is responsible for:
  - (i) remuneration and benefits, including superannuation contributions, annual leave, sick leave, long service leave, overtime and penalty rates and provision of accommodation and sustenance;
  - (ii) work care levies, group tax, payroll tax, fringe benefits tax, superannuation guarantee charges and other imposts or levies imposed by Law including, without limitation, GST; and
  - (iii) any payment upon termination of service,  
payable to or in respect of all of its Personnel.

### **4. CONFLICT OF INTEREST**

The Consultant must not cause, or in any way contribute to a Conflict of Interest. If the Consultant is aware of, or suspects, a Conflict of Interest, the Consultant must immediately report such Conflict of Interest to an appropriate senior manager of the Company, or must use the confidential reporting mechanism, details of which can be obtained from the Company's website ([www.anglogoldashanti.com](http://www.anglogoldashanti.com)). The obligation on the Consultant is continuous and a Conflict of Interest must be reported when it arises, not merely at the inception of the Contract.

### **5. NON-SOLICITATION**

The Consultant must not solicit or entice away from the Company (or attempt to do so) any consultant or employee of the Company or engage any such person as a consultant or employee, or in any other capacity.

### **6. AUTHORITY OF COMPANY REPRESENTATIVE**

The Consultant must, and must ensure that its Personnel, perform the Services in accordance with all reasonable directions given by the Company Representative. Nothing in this Clause affects the Consultant's right to exercise its own expert judgment and utilise its skills as it considers most appropriate to achieve compliance with those directions.

### **7. CONSULTANT'S REPRESENTATIVE**

The Consultant acknowledges and agrees that the Consultant's Representative and the Key Personnel are authorised to represent and bind the Consultant for the purposes of and in connection with this Contract.

### **8. PAYMENT**

- (a) The Consultant may issue invoices to the Company for the Services at the intervals specified in, and for amounts calculated in accordance with, Item 5 of the Key Terms Schedule.

- (b) Each invoice rendered by the Consultant must:
  - (i) be substantiated with supporting information and any additional information as the Company may reasonably require;
  - (ii) contain a description of the Services provided in the period covered by the invoice;
  - (iii) be in a format approved by the Company Representative; and
  - (iv) if GST is payable on a Taxable Supply made by the Consultant to the Company under this, constitute a Tax Invoice.
- (c) Subject to paragraph (d) and Clause 22 the Company must pay the Consultant within 30 days of the date of receipt of an invoice issued in accordance with paragraphs (a) and (b) unless it reasonably disputes that the Services invoiced have been performed in accordance with this Contract.
- (d) Each amount invoiced in accordance with paragraph (a) is deemed to include all expenses incurred by the Consultant in relation to the provision of the Services (including overheads, materials and supplies, consumables, mobilisation and demobilisation, attendance of Personnel at Company inductions, training sessions and medical examinations (including the cost of such medical examinations), transportation, accommodation and sustenance of Personnel and transportation and storage of equipment, materials and supplies, wages, salaries, overtime, bonuses, premiums, employee benefits, allowances, holiday pay, superannuation, insurance, social security benefits, payroll taxes, premiums for insurance, payroll costs, costs associated with any Carbon Scheme and reporting under NGERs, any other contributions and benefits imposed by any applicable Law or agreement and all other costs and expenses).

## **9. PROPERTY IN MATERIALS AND IDENTIFICATIONS**

- (a) All materials and information made available by the Company to the Consultant or its Personnel remain the property of the Company.
- (b) The Consultant must not use the Company's trade marks or other identifications without the Company's prior written consent.

## **10. CONFIDENTIAL INFORMATION**

### **10.1. Consultant to maintain confidentiality**

The Consultant must not, and must ensure that its Personnel do not, unless the Company has first agreed in writing:

- (a) disclose to anyone else, or
  - (b) use for a purpose other than the provision of Services,
- any of the Confidential Information.

### **10.2. Permitted copies**

The Consultant may make copies of written or computer stored materials incorporating Confidential Information only if those copies are necessary for the purpose of providing the Services and must:

- (a) return to the Company all Confidential Information (including any copies made by it); and
- (b) permanently delete any Confidential Information stored by it in a computer or

electronic retrieval system so that it is incapable of retrieval,  
within 7 days after the earlier of:

- (c) a receipt of a request from the Company to do so; or
- (d) the termination or expiry of this Contract;

and must provide a certificate to the Company that these obligations have been complied with.

### **10.3. Consultant obligations**

The Consultant must notify the Company immediately if it becomes aware of, or suspects, any disclosure, use or copying of Confidential Information that is not authorised by this Contract and must take all steps reasonably required by the Company to stop that unauthorised disclosure, use or copying.

### **10.4. Disclosure to Personnel**

The Consultant must restrict disclosure of the Confidential Information to its Personnel who need to know it in order to provide the Services and will, on reasonable request by the Company, ensure those Personnel execute confidentiality agreements similar in effect to this Clause 10.

### **10.5. Photographs and sketches**

The Consultant must not take or permit any person for whom it is responsible to take photographs or sketches of the Services or of any part of the Company's premises or operations except with the consent of the Company.

### **10.6. Exceptions**

Clause 10.1 does not affect disclosures required by Law.

### **10.7. Public announcements**

Except as required by Law, no media release or public announcement may be made by the Consultant in relation to the existence or subject matter of this Contract unless:

- (a) the Consultant first receives the express prior written consent of the Company; and
- (b) the Company approves, in writing, the wording of such media release or public announcement and the manner of publication.

## **11. INTELLECTUAL PROPERTY**

### **11.1. Ownership of Intellectual Property in Discoveries**

The Consultant acknowledges and agrees that:

- (a) nothing in this Contract grants it any Intellectual Property or other rights in Discoveries;
- (b) Intellectual Property in all Contract IP vests exclusively in the Company;
- (c) Intellectual Property in all Discoveries arising as a result of the provision of the Services or otherwise will vest exclusively in the Company; and
- (d) the Consultant must execute, and ensure that the Personnel execute, all

documents that are necessary or desirable to ensure all Discoveries and all Intellectual Property rights in them become and remain vested in the Company.

### **11.2. Licence to Consultant**

The Company grants to the Consultant a non-exclusive, non-transferable, revocable, royalty-free licence to use the Discoveries and the Intellectual Property in them during the term of this Contract solely as reasonably required to perform the Services.

### **11.3. Licence to Company**

The Consultant grants to the Company a perpetual, irrevocable, non-exclusive, worldwide, transferable, royalty-free licence to use the Consultant IP as necessary for the Company to enjoy the benefit of the Services for the purposes of the Company's business and the business of the Related Bodies Corporate of the Company. This licence includes the right to sublicense any Consultant IP to:

- (a) any Related Body Corporate of the Company or assignee of assets of the Company or any Related Body Corporate of the Company;
- (b) any third party engaged by the Company or any Related Body Corporate of the Company, for the purpose of providing services to the Company or any Related Body Corporate of the Company; or
- (c) any third party to whom the Company or any Related Body Corporate of the Company provides services from time to time.

### **11.4. Consultant obligations**

The Consultant must, and must ensure its Personnel:

- (a) promptly disclose all Discoveries to the Company;
- (b) ensure that any sub-contract the Consultant enters into in relation to this Contract contains an assignment by the Sub-contractor to the Company (or to the Consultant, so as to permit the Consultant to assign to the Company) of all Contract IP created by the Sub-contractor;
- (c) provide, and ensure all its Personnel provide, all reasonable assistance the Company may request to protect, perfect, enforce, defend or assert its interests in and right to use and exploit the Contract IP (including assisting the Company to take action against persons infringing the Contract IP); and
- (d) upon request from the Company, obtain from each of its Personnel an irrevocable and unconditional consent, in favour of the Company, its customers, successors and assigns (which is legally enforceable by the Company) for the Company to perform any act or do any thing which, but for that consent, would infringe the moral rights of that Personnel.

### **11.5. Third Party Intellectual Property**

The Consultant warrants that:

- (a) where a third party owns any part of the Consultant IP, the Consultant has authority from that third party to grant the Company a licence to use the relevant Consultant IP on the terms of this Contract; and
- (b) as at the Date of Contract, the Consultant is not aware of any Claim for infringement of Intellectual Property arising out of the performance of the Services

or the supply of any Consultant IP. The Consultant must notify the Company in writing promptly upon becoming aware of any such Claim.

## **12. INSURANCE**

This clause survives the termination or expiry of this Contract.

### **12.1. Consultant Insurance**

The Consultant must take out and maintain:

- (a) insurance to cover liability for death, or bodily injury of any third party and loss and destruction of, and damage to, any third party property in connection with this Contract (including liability arising from goods sold or supplied, property, unregistered vehicles and registered vehicles whilst being used as a tool of trade), for an indemnity of no less than \$15,000,000 for any one occurrence or, for products liability insurance, in the aggregate for any one 12 month period of insurance;
- (b) insurance to cover liability arising, whether at common law or under any statute relating to workers' compensation or employers' liability and occupational / industrial disease, to Personnel (including any person deemed by statute to be an employee of the Consultant) engaged to do anything in connection with this Contract, for not less than the amount/s required by the Law of the relevant State or Territory and, to the extent permitted by law, endorsed to provide a principal's indemnity extension and a waiver of subrogation in favour of the Company;
- (c) if the Services include, directly or indirectly, the provision of professional services by the Consultant, insurance to cover liability for loss and damage arising from the performance of the Services, for an indemnity of no less than \$5,000,000 per claim; and
- (d) any other insurance which is required by Law (including automobile compulsory third party insurance) and such other insurances as the Company may reasonably require,

and keep those policies current during the term of this Contract including any period for the correction of deficient Services described in Clause 13 (and in the case of Professional Indemnity Insurance for a period of 7 years from the end of the Term).

### **12.2. Insurance policy requirements**

- (a) Each policy of insurance required under Clause 12.1 must (except for statutory insurances) be with an insurer and on terms approved by the Company.
- (b) The insurance policies required by Clause 12.1 (except for professional indemnity insurance) must, where permitted by law:
  - (i) insure the Consultant and the Company (as an additional insured) for their respective rights and interests in connection with this Contract;
  - (ii) be primary with respect to all insureds, including additional insureds, to the extent of liabilities for personal injury and property damaged assumed under this Contract; and
  - (iii) include:
    - (A) a clause by which the insurer agrees to waive all rights of subrogation or action against the Company; and



- (B) a cross liability/severability of interest clause.
- (c) The Consultant must produce to the Company a certificate of currency and policy wording in relation to each policy of insurance required by Clause 12.1 signed by either the Consultant's insurer or insurance broker:
    - (i) within 7 days of the Date of Contract; and
    - (ii) within 14 days of any request by the Company.
  - (d) The Consultant must:
    - (i) not materially alter the terms of any insurance policy required by Clauses 12.1 unless the Consultant has first given the Company 30 days written notice before any such alteration is made and obtained the Company's agreement to that alteration (such agreement must not be unreasonably withheld); and
    - (ii) immediately notify the Company of the cancellation or expiry of any insurance policy required by Clause 12.1.
  - (e) If the Consultant fails to comply with Clauses 12.2(c) or 12.2(d), and otherwise fails to effect or maintain the insurance policies required by Clause 12.1, the Company may either:
    - (i) itself arrange that insurance and deduct the premiums and any GST relating to the premiums from any amount due to the Consultant; or
    - (ii) refuse to make any payment otherwise due to the Consultant until that document is produced.
  - (f) Notwithstanding that the Company may effect such insurance if the Consultant fails to do so, the Consultant will be deemed to have indemnified the Company for all Liabilities which may arise from the Consultant's failure to do so.
  - (g) For the avoidance of doubt, the presence of this Clause and the obligations in this Clause, and whether or not the Clause is complied with, in no way limits or affects the operation of the other provisions of this Contract including Clause 15.

### **12.3. Sub-contractor insurances**

The Consultant must ensure that any Sub-contractors effect and maintain similar insurance (to the extent applicable) to that required by Clause 12.1 and must provide proof of that insurance in accordance with Clause 12.2.

## **13. CORRECTION OF SERVICES**

- (a) Upon receipt of a notice from the Company Representative of any deficiency in the Services that arose before the Finish Date or 12 months from the Finish Date, the Consultant must correct such deficiency at no cost to the Company prior to the time specified in the notice.
- (b) If:
  - (i) the Consultant fails to correct any deficiency in the Services identified by the Company pursuant to Clause 13(a); or
  - (ii) the Company elects to undertake urgent remedial works to correct any deficiency in the Services,the Company may correct any deficient Services at the Consultant's cost and the

Consultant must indemnify the Company against any Liabilities incurred by the Company in doing so.

## **14. SUB-CONTRACTORS; ASSIGNMENT**

### **14.1. Approval; terms of subcontract**

The Consultant must not engage a Sub-contractor to perform all or any part of the Services without the prior written approval of the Company Representative.

### **14.2. Terms of sub-contract**

- (a) If the Consultant engages a Sub-contractor with prior written approval as contemplated under Clause 14.1, the Consultant:
  - (i) must ensure the work performed by the Sub-contractor meets the requirements of this Contract;
  - (ii) is liable to the Company for the acts and omissions of that Sub-contractor and that Sub-contractor's Personnel as if they were the acts and omissions of the Consultant;
  - (iii) must ensure that the sub-contract is immediately terminable, and that the Sub-contractor vacates the Company's property immediately, if this Contract is terminated;
  - (iv) must ensure that the benefit of the sub-contract is freely assignable to the Company;
  - (v) without limiting paragraph (b), must ensure that the sub-contract contains the terms contemplated by Clause 11.4 (Consultant Obligations) and other terms required to be incorporated pursuant to other provisions of this Contract; and
  - (vi) must ensure that each Sub-contractor covenants separately with the Consultant:
    - (A) to permit the Company Representative to have access at all times to the Services being performed by that Sub-contractor; and
    - (B) otherwise to observe this Contract as if that Sub-contractor were a party to it.
- (b) The terms of every sub-contract must be no less stringent than the terms of this Contract, provided that the Consultant may include in any sub-contract all terms that the Consultant considers necessary to maintain control over the work to be performed by the Sub-contractor and to allow it to comply with all obligations under this Contract.
- (c) Without limiting paragraph (b), the Company's approval of any sub-contract may be conditional on the satisfaction of conditions specified by the Company, including, by way of example, the following:
  - (i) the Consultant providing all information required by the Company in relation to the Sub-contractor;
  - (ii) the Consultant demonstrating to the Company's satisfaction that the proposed Sub-contractor is responsible, of sound financial standing and fully intends to and is capable of providing the Services to be sub-contracted; and

- (iii) the Consultant bearing any costs incurred by the Company in giving its approval.

### **14.3. Consultant obligations survive**

- (a) No permitted assignment or sub-contract shall in any way relieve the Consultant from the performance of any of its obligations under this Contract.
- (b) The Sub-contractor will be considered as the agent and representative of the Consultant, as between the Consultant and the Company. The acts and omissions of each Sub-contractor and the Sub-contractor's Personnel will be deemed to be the acts and omissions of the Consultant, for which the Consultant is responsible under the Contract.
- (c) No Sub-contractor will have any rights under this Contract against the Company or be entitled to receive any payment from the Company under this Contract. If requested by the Company, the Consultant must procure that each Sub-contractor unconditionally acknowledges the terms of this paragraph (c) by written notice to the Company.

### **14.4. Replacement**

The Company may, by providing the Consultant with reasonable notice, require the Consultant to replace a Sub-contractor or cease using a Sub-contractor. The Company must have reasonable grounds for the requirement under this Clause, including that it considers that the Sub-contractor is failing to perform its obligations.

### **14.5. Assignment by Consultant**

This Contract is personal to the Consultant and the Consultant must not assign all or any part of its rights and obligations under it without the prior written consent of the Company.

## **15. INDEMNITY**

- (a) Notwithstanding any other provision of this Contract, the Consultant must indemnify the Company, each of its Related Bodies Corporate and each of their officers, agents and employees (the "**Indemnified Parties**") and keep them indemnified against any Liabilities (including Liabilities of any of them to third parties) arising out of:
  - (i) the performance, non-performance or breach by the Consultant or its Personnel of any of the Consultant's obligations (including any warranty) under this Contract;
  - (ii) any act or omission by the Consultant or of its Personnel arising out of the performance or non-performance of this Contract;
  - (iii) any fraudulent, reckless or negligent act or omission by the Consultant or any of its Personnel;
  - (iv) any Claim or lien over the Services, labour, or services provided in connection with the performance of the Services;
  - (v) any misuse or disclosure of Confidential Information by the Consultant, a Sub-contractor or any of its Personnel or any person for whom it is responsible;
  - (vi) any claim by any third party that it has Intellectual Property rights which have been infringed in the course of the Services; or
  - (vii) any claims made against an Indemnified Party by any of the Consultant's Personnel in respect of legislation concerning income tax, workers compensation, annual

leave, long service leave, superannuation or any applicable award, determination or agreement of a competent industrial tribunal or authority.

- (b) In this Clause 15, Liabilities includes all reasonable legal costs and expenses on a solicitor and own client basis.
- (c) It is not necessary for an Indemnified Party to incur an expense or make a payment before enforcing a right of indemnity conferred by this Contract.
- (d) The Consultant will not be liable under paragraph (a) to the extent that the Liability was solely caused by (as the case requires) the Company's or an Indemnified Party's negligence or wilful default.
- (e) Every exemption, limitation, defence, immunity, indemnity or other benefit contained in this Contract or otherwise to which the Company or an Indemnified Party is entitled will be held by the Company as trustee for the benefit of, and will extend to protect, each of the Indemnified Parties.

## **16. UNSATISFACTORY PERFORMANCE**

If the Consultant does not provide the Services within the time, or at the standard, required by this Contract, or otherwise in compliance with the Contract, and that failure continues for 14 days after the Consultant is given a notice requiring the breach to be remedied, the Company may, without prejudice to any other remedy or right it has:

- (a) require the Consultant to appoint another person to perform the Services within a reasonable time at the risk and expense of the Consultant;
- (b) itself complete the Services or appoints another person to perform the Services, at the risk and expense of the Consultant; or
- (c) terminate the engagement of the Consultant under Clause 17.

## **17. EXPIRY, TERMINATION AND BREACH**

- (a) This Contract continues for the Term as set out in Item 7 of the Key Terms Schedule, unless terminated earlier in accordance with the terms of this Contract.
- (b) The Company may, in its absolute discretion and by Notice to the Consultant, extend the Contract Term for a subsequent period of 12 months.
- (c) The Company may terminate this Contract at any time by not less than 21 days' written notice to the other party.
- (d) In addition to sub-paragraph (b) above, the Company may terminate the engagement of the Consultant by notice to the Consultant if:
  - (i) the Consultant does not provide the Services within the time, or at the standard, required or otherwise breaches a provision of this Contract and that failure or breach:
    - (A) is incapable of remedy; or
    - (B) if capable of remedy, continues for 14 days after the Company gives the Consultant a notice requiring the breach to be remedied; or
  - (ii) an Insolvency Event occurs in relation to the Consultant.
- (e) On termination or expiry of this Contract, the Consultant must deliver to the Company all material and information made available by the Company to the Consultant and all Discoveries.

- (f) The Company's rights under this Clause 17 are without prejudice to any right of action or remedy which has accrued or may accrue in favour of the Company.
- (g) The rights and obligations contained in Clauses 9 (Property in Materials and Identifications), 10 (Confidential Information), 11 (Intellectual Property), 12 (Insurance), 13 (Correction of Services), 14 (Sub-contractors; Assignment) and 15 (Indemnity) continue to bind the parties notwithstanding the termination or expiry of this Contract.

## **18. ADDITIONAL OBLIGATIONS AND INDEMNITY**

- (a) The Consultant must:
  - (i) not pay bribes or breach any Laws with respect to foreign corrupt practices or undertake any act that could potentially damage the reputation of the Company;
  - (ii) at all times comply with the United States Foreign Corrupt Practices Act of 1977, and any other similar Laws with respect to corruption in other applicable jurisdictions;
  - (iii) at all times comply with the Voluntary Principles on Security and Human Rights, and any other similar Laws, codes and principles in other applicable jurisdictions;
  - (iv) not act in any matter that would create, or is likely to create, any risk for the Company with respect to a breach of the United States Foreign Corrupt Practices Act of 1977 or the Voluntary Principles on Security and Human Rights, and other similar laws in other applicable jurisdictions;
  - (v) notify the Company immediately if it becomes aware of any facts or circumstances that might lead to a breach of this Clause (the "Event"); and
  - (vi) immediately furnish to the Company a detailed report of the Event and an estimate of likely resultant costs or penalties.
- (b) The Consultant indemnifies the Company against any loss or Liability that may be incurred or sustained by the Company arising out of any breach of the warranties or covenants given by it under this Clause.
- (c) The Consultant acknowledges that it has received the Company's Code of Business Principles and Ethics.
- (d) The Consultant must ensure that none of the persons for whom it is responsible:
  - (i) give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the Services; or
  - (ii) enter into any business agreement with any director, employee or agent of the Company acting otherwise than as a representative of the Company except in the ordinary and proper course of private business,
 without prior Notice to, and the consent of, the Company.

## **19. ACCESS TO THE SITE**

### **19.1. Conditions of access**

- (a) The provisions of this Clause 19 apply if and to the extent only that the Consultant or its Personnel are on the Site.
- (b) The Consultant:
  - (i) enters the Site at its own risk (and must ensure its Personnel know they enter the Site at their own risk);

- (ii) is not entitled to exclusive possession of the Site;
- (iii) may only access the areas allocated by the Company Representative as necessary, in the opinion of the Company Representative, for performance of the Services;
- (iv) must co-operate with the sub-contractors, suppliers and the Company's other contractors and workmen and give them any information or data reasonably necessary or expedient to ensure proper performance of their respective work;
- (v) must obtain 14 days prior approval from the Company Representative for any action likely to interfere with the Company's operations or the work of any other contractor;
- (vi) must ensure that it and its Personnel comply with all applicable Site rules and procedures including any relating to induction; and
- (vii) if required by the Company Representative to do so, must and persons for whom it is responsible must, wear or carry badges or passes issued by the Company Representative for the purpose of identification at all times whilst on or entering the Site or the Company's mining or exploration tenements.

## **19.2. Removal from Site**

The Company may, in its absolute discretion and without the need to provide any explanation to the Consultant, require the removal from the Site of any person for whom the Consultant is responsible (including all Personnel) who, in the opinion of the Company, is incompetent or conducts themselves in a reprehensible or irresponsible fashion or is otherwise unsuitable to continue to be employed on the Services and the Consultant shall immediately comply with such requirement. The Company may require the replacement, within such time as the Company directs, of any such person removed from Site.

## **20. NOTICES**

### **20.1. Method of Giving Notices**

Notice under this Contract must be in writing signed by or on behalf of the person giving it, addressed to the person to whom it is to be given.

### **20.2. Time of Receipt**

A Notice may be given by personal delivery, pre-paid mail, facsimile or email and is treated as having been given and received:

- (a) if delivered personally to a person's representative, upon delivery;
- (b) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (c) if sent by pre-paid mail:
  - (i) to an address in the city of dispatch, on the third Business Day after posting;
  - (ii) from elsewhere within Australia, on the fifth Business Day after posting; or
  - (iii) if mailed from overseas, on the tenth Business Day after posting;
- (d) if transmitted by a facsimile to a person's address and a correct and complete

transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day; or

- (e) if sent by email to a person's address, on the first to occur of:
- (i) receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address of the recipient set out in Item 1 of the Key Terms Schedule;
  - (ii) the time that the Notice enters an information system which is under the control of the recipient; and
  - (iii) the time that the Notice is first opened or read by an employee of the recipient,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day, it will be taken to have been duly given or made on the next Business Day.

### **20.3. Addresses for Notices**

For the purpose of this Clause the address of the Company is:

Attention: The Company Representative

Address: Level 10

140 St Georges Terrace

Perth, Western Australia, 6000

Facsimile and Email address: As per Item 1 of the Key Terms Schedule

and the address of the Consultant is the address set out in Item 1 of the Key Terms Schedule or, in either case, another address of which that has given Notice to the other person.

## **21. GST**

### **21.1. Input Tax Credit**

If an amount payable under this Contract by the Company is calculated by reference to or otherwise relates to a cost, expense or other liability (in this Clause 21, a "**Liability**") incurred by the Consultant, then the Liability shall be reduced by the amount of any Input Tax Credit in respect of that Liability. The Consultant will be assumed to be entitled to claim a full Input Tax Credit unless it demonstrates that its entitlement is otherwise prior to the date on which the payment must be made.

### **21.2. Taxable Supply**

If an amount to be paid by either party under this Contract constitutes a payment for a Taxable Supply, then the party making that payment must, upon receipt of a Tax Invoice, pay that amount plus the GST payable on that Taxable Supply.

### **21.3. Registration for GST**

The Consultant must do all things necessary to ensure that it is registered for GST purposes. The Consultant is required to give Notice to the Company if it is not GST registered. If for any reason the Consultant ceases to be GST registered, the Consultant must give the Company Notice within 7 days of it ceasing to be registered.

#### **21.4. Requirement for ABN**

Unless the Company is absolutely satisfied that an exemption in Section 12-190 of Schedule 1 to the Taxation Administration Act 1953 (Cth) applies, the Company is not required to make any payment to the Consultant unless the Consultant has given Notice to the Company of its ABN. If, for any reason, the Consultant ceases to be ABN registered, the Consultant must give Notice to the Company within 7 days.

### **22. OTHER TAXES AND CHARGES**

The Consultant must pay all Taxes, charges, fees and other amounts due in respect of this Contract or any payment made by the Company to the Consultant under this Contract. The Company may deduct from any money due or becoming due to the Consultant the following amounts:

- (a) all debts and moneys due from the Consultant to the Company under or in relation to this Contract or otherwise;
- (b) all Liabilities which the Company has paid or incurred and which the Consultant or a Sub-contractor is liable to bear, pay or reimburse to the Company;
- (c) the amount of any damage claimed by any other contractor to the Company as a result of the Services; and
- (d) any amount that it is required or authorised by Law to deduct.

The Consultant must treat any deduction made in accordance with this Clause as payment to the Consultant.

### **23. PROHIBITION ON MODERN SLAVERY**

#### **23.1. Representations, warranties and undertakings**

- (a) The Consultant represents, warrants and undertakes, throughout the term of this Contract:
  - (i) that neither the Consultant nor any of its Personnel, contractors or subcontractors will engage in Modern Slavery;
  - (ii) to comply with all Modern Slavery reporting requirements applicable to it;
  - (iii) to have and maintain its own policies and procedures that are intended to ensure compliance with this clause;
  - (iv) to take reasonable steps to require each of its contractors and/or suppliers directly involved in the provision of goods or services to the Company have, and maintain throughout the term of the Consultant's contract with the relevant contractor and/or supplier, policies and procedures that are designed to ensure that no form of Modern Slavery is used in the relevant contractor's and/or supplier's business, or by its Personnel, contractors or subcontractors; and
  - (v) to notify the Company promptly in writing upon becoming aware of:
    - (A) any incident, complaint or allegation that the Consultant, or any entity in its supply chain, has engaged, directly or indirectly, in Modern Slavery; or



(B) any actual, reasonably suspected or anticipated Modern Slavery in the operations of the Consultant or engaged in by any entity in its supply chain in connection with this Contract,

and such notice will include reasonable details of the steps it is taking or proposes to take to investigate the matter.

- (b) At the reasonable request of Company, within a reasonable period of time, and at its own expense, the Consultant must confirm in writing that it has complied with its undertakings in Clause 23.1(a) and provide any information reasonably requested by the Company in support of such compliance.
- (c) The Consultant acknowledges that the Company has corporate reporting obligations with respect to Modern Slavery and must comply, within a reasonable time and at its own expense, with any reasonable requests made by the Company to provide any information that is required to enable the Company to comply with those reporting obligations.

## **23.2. Appointment of Auditor**

If the Company has reasonable grounds to suspect a breach of Clause 23.1(a), the Company may audit the Consultant's compliance with that clause. The Consultant must promptly comply with the requests of the Company or any auditor appointed by the Company in relation to an audit pursuant to this clause.

## **23.3. Notification**

- (a) The Consultant must:
  - (i) immediately notify the Company in writing if:
    - (A) it becomes aware or suspects that any of the representations, warranties and undertakings in Clause 23.1(a) are false; and/or
    - (B) it or any of its Personnel breaches or may have breached any of the representations, warranties and undertakings in Clause 23.1(a); and
  - (ii) at the Company's request, provide details of the steps it is taking to investigate any breach or potential breach notified under Clause 23.3(a)(i).
- (b) Notification under Clause 23.3(a)(i) will be sufficient if and only if the notification sets out adequate particulars of the breach or suspected breach.

## **23.4. Termination**

If the Consultant is in breach of any part of Clause 23.1(a) or the Company has reasonable grounds to suspect such a breach, without prejudice to any other remedy which the Company may have, the Company may immediately terminate the Contract for breach by providing written notice of termination to the Consultant. Any right of termination under this clause is in addition to any other right of termination the Company may have under the Contract or at Law.

## **24. PPSA SECURITY INTERESTS**

- (a) If the Company determines that this Contract (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the Consultant agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information)

which the Company reasonably requests and considers necessary for the purposes of:

- (i) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
  - (ii) enabling the Company to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
  - (iii) enabling the Company to exercise rights in connection with the security interest.
- (b) To the extent permitted by Law, the Consultant waives its right to receive any notice under the PPSA (including notice of a verification statement pursuant to section 157 of the PPSA).
- (c) Everything the Consultant is required to do under this Clause 24 is at the Consultant's expense.

## **25. MISCELLANEOUS**

### **25.1. Assignment by the Company**

The Company may, without the consent of the Consultant, assign the whole or part of its rights and obligations under this Contract to any person (including to any Related Body Corporate of it).

### **25.2. Joint and several Liability**

If a Consultant comprises two or more parties:

- (a) a Liability of those parties under this Contract is a joint Liability of all of them and a several Liability of each of them;
- (b) a right given to those parties under this Contract is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

### **25.3. Rights Cumulative**

Except to the extent the contrary intention expressly appears, the rights, obligations and liabilities of the Company provided in this Contract are cumulative and do not exclude any rights or remedies provided under Law.

### **25.4. No waiver**

The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right. Any single exercise of a power or right does not preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

### **25.5. Severability**

The invalidity or unenforceability of any part or provision of this Contract does not affect the enforceability of any other part or provision of this Contract and the invalid or unenforceable part is severable.

**25.6. Amendments in writing**

Modifications and amendments to this Contract must be in writing signed by each of the parties.

**25.7. Warranty**

The Consultant represents and warrants to the Company that at the time of entering into this Contract the Consultant employs greater than 20 persons.

**25.8. Governing Law**

This Contract is governed by the Law in force in Western Australia. The parties submit to the exclusive jurisdiction of the courts of Western Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with the Contract.

**EXECUTED** as an agreement.

**SIGNED** on behalf of **ANGLOGOLD** )  
**ASHANTI AUSTRALIA LIMITED** by: )  
)

.....

Name:

Position:

Date

**SIGNED** on behalf of [**\*CONSULTANT'S** )  
**NAME\***] by: )  
)

.....

Name:

Position:

Date:

**ANNEXURE A**  
**PROPOSAL TEMPLATE**  
**PROPOSAL FOR SERVICES**  
**[Insert Services Title/Description]**

[Insert Date]

[insert Name (AGAA Contract Rep)]

[insert Role title]

[Insert Company Name]

[Insert Address]

[Insert Address]

Dear [insert name]

**Proposal for Services pursuant to the Professional Services Contract between AngloGold Ashanti Australia Limited and [insert Consultant name] dated [insert Date of Contract] (Contract Number [insert contract no.]) (the “Contract”).**

The letters, words, terms and phrases defined or referred to in the Contract shall have the same meaning when used in this Proposal.

This Proposal for Services is issued by [the Consultant] in accordance with the Scope of Work in the Contract. The Consultant shall provide the Services described in this Proposal in accordance with the terms of the Contract and this Proposal.

**1. Start Date for the Services:**

*[Insert Date – required\*]*

**2. Finish Date for the Services:**

*[Insert Date – required\*]*

**3. Key Personnel for the Services:**

*[Insert the names (and roles) of Key Consultant Personnel required to provide the Services]*

**4. Scope of Services:**

*[Insert detailed Scope of Services which may include;*

- *The objectives of the services and the Company's requirements;*
- *Details of the work to be completed considering what will be done, by whom and by when.*
- *Deliverables and associated dates for delivery;*
- *Timeline and/or Schedules;*
- *Details of resourcing levels and time required on site to undertake the Services;*
- *Methodology;*
- *Specifications, standards;*
- *Any other details required by the Company related to the Services.]*

**5. Services Timetable/Schedule:**

*[Insert details of schedule]*

**6. Contract Price:**

*[Insert rate of remuneration along with total price for the Services or alternatively details of lump sum price and any associated payment milestones. All pricing must clearly identify taxes payable]*

Agreed and accepted for and on behalf of **ANGLOGOLD ASHANTI AUSTRALIA LIMITED:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Agreed and accepted for and on behalf of **[Consultant Company Name]:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_