



PetraDiamonds

| WILLIAMSON DIAMONDS LIMITED

**CONTRACT
FOR
THE PERFORMANCE OF
SECURITY AND ASSOCIATED SERVICES**

CONTRACT REFERENCE NO: SS-11-01

CONFIDENTIAL

2. CONTRACT AGREEMENT MADE ON 1 MARCH 2021

between

Williamson Diamonds Limited-WDL (Registration No. 484), a limited liability Company registered under the Companies Act CAP 212 R.E 2002, dealing in the business of Mining and selling of Diamonds of **P.O Box 23 Mwadui, Shinyanga** (hereinafter referred to as "**Company**" or "**WDL**")

and

GardaWorld West Security Limited Tanzania (Registration No. 30526), registered under the Company Act CAP 212 R.E 2002, dealing in the business of security services with registered address Plot 16, Lucy Lamek Street, Off Mwai Kibaki Road Mikocheni, Dar es Salaam, Tanzania (hereinafter referred to as "**Contractor**").

Whereas the Company desires the Work known as the provision of **security and associated services**, to be executed by the Contractor, the Company accepted the proposal of the Contractor for the provisions of the said Work upon the terms subject to the conditions hereinafter mentioned. The Work shall be executed/provided in accordance with the Scope of Work; Specifications; drawings; schedules, as may be provided by the Company; bill of quantities and the rates and/or prices included in the Annexures that forms part of this Contract. The Contractor shall furthermore, in the execution of the Contract, comply with all applicable policies, practices, principles and procedures, as may be required in terms of Applicable Law and/or by the Company.

The Company and the Contractor agree as follows:

- 2.1 The Williamson Diamonds Limited General Terms and Conditions of Contract shall form part of this Contract and shall form the basis of the Contract. The Contractor places on record that he/she/it has read and understood the terms and conditions and considers himself/herself/itself bound thereby.
- 2.2 The following documents listed in order of precedence, comprise the Contract. All Annexures hereto shall be deemed to be incorporated herein and shall form an integral part of the Contract:
 - 2.2.1 Contract Data Summary and Agreement;
 - 2.2.2 Purchase Order generated in respect of the Work;
 - 2.2.3 Particular Conditions of Contract;
 - 2.2.4 General Terms and Conditions of Contract; and
 - 2.2.5 Schedules, annexures and any other documents forming part of the Contract.

- 2.3 Notwithstanding the date of signature hereof, this Contract shall commence on [1st March 2021] and shall subject to the further provisions of this Contract, continue for a period of [24] ([twenty four]) months, ending [28th February 2023] ("**Termination Date**").
- 2.3.1 The said period shall be preceded by a probationary period of six (6) month.
- 2.3.2 The Parties may negotiate an extension to the Contract, provided that written notice of such intention is presented, by the Company to the Contractor, prior to the Termination Date.
- 2.3.3 The Parties accept that the Contract shall be deemed to expire on the Termination Date unless a notice to extend the Contract is issued.
- 2.4 The Parties hereto choose as their address for service and execution (*domicilia citandi et executandi*) for all purposes under this Contract, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:
- 2.4.1 **The Company**
Physical: Williamson Diamonds Limited, Head Office-Mwadui
Email: WDL_Help_Desk@petradiamonds.co.tz
Marked for the attention of: General Manager
- 2.4.2 **The Contractor**
Physical: Plot 16, Lucy Lameck Rd off Mwai Kibeki Rd, Po Box 12747 Dar es Salaam, Tanzania
Email: SSMEA.LEGAL@Garda.com and don.mcbride@garda.com
Marked for the attention of: General Manager and Legal Department
- 2.5 Any notice or communication required or permitted to be given in terms of this Contract shall be valid and effective only if in writing, but it shall be competent to give notice by email.

Witnessed as hereunder;

SIGNED AT MWADUI THIS 1st DAY OF 03 2021 by and on behalf of WDL.



WILLIAMSON DIAMONDS LIMITED
P.O. MWADUI
SHINYANGA, TANZANIA

AYOUB MWENDA
GENERAL MANAGER - WILLIAMSON DIAMONDS LIMITED.

BEFORE US:

NAME: Zephania Mwaritete

SIGNATURE: [Signature]

ADDRESS: 23 Mwadi

DESIGNATION: As. Mine Chief Security Manager.

NAME: ANNA NGWESA

SIGNATURE: [Signature]

ADDRESS: 23 MWADUI

DESIGNATION: MATERIALS MANAGER

Witnessed as hereunder;

SIGNED AT WDL MWAAWI THIS 01 DAY OF MARCH 2021 by and on behalf of GARDAWORLD WEST SECURITY.


.....
MANAGING DIRECTOR
DONALD MUBWA

GARDAWORLD
WEST SECURITY
GARDAWORLD WEST SECURITY LIMITED
P. O. Box 12747, DAR ES SALAAM

BEFORE US:

NAME: Thomas J. Rose

SIGNATURE: 

ADDRESS: Gardaworld Dar Es Salaam

DESIGNATION: Country Technical Manager

NAME: ANDREW MKURU MANGA

SIGNATURE: 

ADDRESS: GARDAWORLD MWANZA

DESIGNATION: FIELD OPERATIONS MANAGER

SECTION 2: TERMS & CONDITIONS OF CONTRACT

2A: WILLIAMSON DIAMONDS LIMITED GENERAL TERMS & CONDITIONS OF CONTRACT

1. GENERAL TERMS & CONDITIONS

1.1. General Provisions

These Williamson Diamonds Limited General Terms and Conditions of Contract ("**these Conditions**"), shall be applicable for all agreements relating to the purchase of the Goods and the provision of the Services by the Contractor to **Williamson Diamonds Limited**.

1.2. Definitions

In these Conditions, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions shall bear corresponding meanings:

- 1.2.1. "**Applicable Laws**" means, without limitation, all applicable laws, ordinances, charters, codes of conduct and/or practice, rules and regulations, as amended from time to time, including judgments and orders of any competent court or authority having the force of law in the Republic of Tanzania and/or other competent jurisdictions;
- 1.2.2. "**Base Date**" shall be the date at which the Contract pricing was calculated;
- 1.2.3. "**Base Rate**" shall be the initial tendered price/rate provided by the Contractor, in respect of the supply of Goods and/or Services;
- 1.2.4. "**Business Day**" shall mean any day other than a Saturday, Sunday or any public holiday recognised in the United Republic of Tanzania, in terms of the Public Holidays Act Cap 35;
- 1.2.5. "**Commencement Date**" shall be the commencement date of the Contract as agreed between the Parties;
- 1.2.6. "**Company**" shall mean the contracting Party who appoints the Contractor, namely Williamson Diamonds Limited;
- 1.2.7. "**Conditions**" means these General Terms and Conditions of Contract, as well as schedules, annexures and any other documents forming part hereof;
- 1.2.8. "**Confidential Information**" shall mean all information of a commercial, proprietary or sensitive nature (whether recorded or not), including, in particular,



any information relating to the know-how, trade secrets, products or business of either of the Parties;

- 1.2.9. **"Contract"** shall mean these Conditions, the Purchase Order generated in respect of the Work, as well as schedules, annexures and any other documents forming part hereof;
- 1.2.10. **"Contract Administrator/Manager"** shall mean the person elected to administer this Contract on behalf of the Company;
- 1.2.11. **"Contractor"** shall mean the supplier of the Work to the Company;
- 1.2.12. **"Contract Value"** shall mean the total value of the Contract over the complete duration of the Contract, taking into consideration the Contract pricing, applicable quantities, amendments and subsequent escalations, as well as the costs associated with Site Instructions;
- 1.2.13. **"Cost Breakdown"** shall mean the escalation formula used to calculate price increases or decreases. The Cost Breakdown indicates the cost elements (different components which make up the price of the Goods and/or Service), the weighting-, indices, index dates and index values applicable to each type of Goods or Service provided to the Company;
- 1.2.14. **"Credit Note"** shall mean a document issued by the Contractor in respect of an invoice submitted in order to correct an amount invoiced;
- 1.2.15. **"Direct Losses"** shall mean any actual loss incurred as a direct result of an act on the part of the Contractor, whereby the Company's goods, property and/or equipment is damaged. The costs determined shall exclude any profit or mark up and shall be calculated on a Proven Cost basis;
- 1.2.16. **"Event of Default"** shall mean any one or more of the events or circumstances set forth in clause 14.1;
- 1.2.17. **"Force Majeure Event"** shall mean any exceptional event or circumstance, beyond the control of either Party, which prevents a Party from performing its duties in respect of the Contract, as set forth in clause 11 (*Force Majeure*);
- 1.2.18. **"Goods"** shall mean, without limitation, the goods, equipment, products, spares, consumables, computer software and materials to be supplied and delivered by the Contractor to the Company as set out in the Purchase Order issued by the Company;
- 1.2.19. **"Index"** shall be the market measurement tool for example CPI, Statista or rate of exchange and so forth, to which individual components are linked and which governs and influences fluctuations;



- 1.2.20. **"Index Base Date"** shall be the date at which initial pricing provided by the Contractor, in respect of the supply of Goods and/or Services was calculated, at the time of tender;
- 1.2.21. **"Index Base Value"** shall be the latest published Index value available, at the time of tender;
- 1.2.22. **"Indirect and Consequential Loss or Damage"** shall mean any special, consequential, incidental, indirect punitive or pure economic cost, loss or damage whatsoever, and any loss of use, loss of production, increased cost of production, loss of sales, loss of contract, loss of goodwill, loss of opportunity, loss of revenue, loss of profit or anticipated profit, or any other like costs, losses or damage, but shall exclude indirect damage to an item caused by direct damage to such item;
- 1.2.23. **"Intellectual Property Rights"** means: (i) copyright, patents, trademarks, image rights, database rights and rights in trade names, designs, know-how and/or confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- 1.2.24. **"Labour Broker"** means any natural person or company that provides Personnel to the Company to perform Work on a temporary basis, which Personnel work at the Company but are employees of and are remunerated by the Labour Broker.;
- 1.2.25. **"Manager"** shall mean the Company's Supply Chain Manager or his/her lawful duly authorised designee;
- 1.2.26. **"Month"** shall mean a period starting on one day in a calendar month and ending on the day preceding the numerically corresponding day in the next succeeding calendar month, provided that where any such period would otherwise end on a day which is not a Business Day, it shall end on the next succeeding Business Day, unless that Business Day falls in the calendar month succeeding that in which it would otherwise have ended, in which case, it shall end on the immediately preceding Business Day, provided that if a period starts on the last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that later month (and all references to months shall be construed accordingly);
- 1.2.27. **"Party"** shall mean either the Company or the Contractor, as the context may indicate, and **"Parties"** shall mean both the Company and the Contractor;
- 1.2.28. **"Personnel"** shall mean all persons employed or contracted by the Contractor who shall be engaged in the execution of the Work and shall include all persons employed by the sub-contractors of the Contractor;

- 1.2.29. **"Proven Cost"** shall mean the quantification of a financial impact or actual monetary value;
- 1.2.30. **"Purchase Order"** shall mean a written official purchase order, issued to the Contractor by the Company's supply chain (procurement) department, ordering the Work, on these Conditions and the details set out in such purchase order and includes any schedule and/or annexures;
- 1.2.31. **"Purchase Price"** shall mean the fixed amount that appears on the Purchase Order which excludes VAT, payable to the Contractor for the successful delivery of the Work or may be the price / rate as agreed upon in the Contract;
- 1.2.32. **"Scope of Work"** shall mean the Work which is to be undertaken by the Contractor and shall include the roles and responsibilities of both Parties and any other requirements or constraints relating to the manner in which the Work is to be executed, as set out in these Conditions and in the Purchase Order;
- 1.2.33. **"Service"** shall mean the service to be provided by the Contractor to the Company as set out in the Purchase Order issued by the Company;
- 1.2.34. **"Signature Date"** means the date of the signature of this Contract by the Party signing last in time, provided that all the Parties have signed this Contract;
- 1.2.35. **"Site"** shall mean the lands and other places on, under or through which the Work is to be executed or carried out and any other lands or places provided by the Company for the purposes of the Contract, together with such other places as may be specifically designated in the Contract as forming part of the Site;
- 1.2.36. **"Specifications"** shall mean the detailed description providing information pertaining to the Work, as set out in this Contract, including any annexures thereto, including but not limited to general arrangement drawings, diagrams, calculations, designs and other pertinent documents and/or information, as may be furnished, in writing, by the Company to the Contractor or by the Contractor to the Company in connection with the Work;
- 1.2.37. **"Steercom"** means the team of representatives from both Parties, who operationally manage the Contract. For the purposes of this Contract, the representatives shall be the commercial and technical contact persons as indicated in the Contract Data Summary Sheet;
- 1.2.38. **"Store"** shall mean the store(s) and warehouse(s), as identified in this Contract, where Delivery is to take place;
- 1.2.39. **"VAT"** shall mean value-added tax charged and levied in terms of the Value Added Tax Act No. 5 of 2014;



- 1.2.40. **"Work"** shall mean the supply of Goods and/or the provision of the Services, as the case may be, as specified in this Contract and in the Purchase Order.

1.3. Interpretations

- 1.3.1. In this Contract, except where the context requires otherwise:
- 1.3.1.1. words indicating one gender include both genders;
 - 1.3.1.2. words indicating the singular also include the plural and vice versa;
 - 1.3.1.3. a person includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
 - 1.3.1.4. a regulation includes any regulation, rule, official directive or guideline (whether or not having the force of law) of any governmental body or organisation;
 - 1.3.1.5. a Party or any other person includes its successors in title, permitted assigns and permitted transferees;
 - 1.3.1.6. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
 - 1.3.1.7. "written" or "in writing" means hand-written, typewritten, printed or electronically made, and resulting in a permanent record; and
 - 1.3.1.8. any Act or regulations shall refer to such Act or regulation, as amended from time to time and shall include any subordinate legislation promulgated thereunder, as amended from time to time.
- 1.3.2. In these Conditions, the title page, the page numbers, the index and all headings to the clauses are for convenience only and shall not, in any way, affect the interpretation of these Conditions.
- 1.3.3. If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any Party, notwithstanding that such provisions are only contained in the relevant definition, effect shall be given thereto as if such provisions were substantive provision in the body of these Conditions.
- 1.3.4. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or where the last day falls on a day that is not a Business Day, the next succeeding Business Day.



- 1.3.5. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the content indicates the contrary intention.
- 1.3.6. The rule of construction that an agreement shall be interpreted against the Party responsible for the drafting or preparation thereof, must not apply in the interpretation of this Contract.
- 1.3.7. The use of the word "including" followed by specific examples will not be construed as limiting the meaning of the general wording preceding it, and the *eiusdem generis* rule must not be applied in the interpretation of such general wording or such specific examples.
- 1.3.8. Unless the contrary intention appears a reference to any amount of money to be paid by either Party in terms of this Contract shall be exclusive of VAT.
- 1.3.9. The expiration or termination of this Contract shall not affect the provisions of this Contract as expressly provided that they will operate after such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.3.10. Where a Party is required to provide any consent or approval or agree to the actions of another Party, the request for same must be in writing and the resulting consent or approval or agreement must also be in writing and shall not be unreasonably withheld or delayed.
- 1.3.11. The Contractor acknowledges and agrees that:
 - 1.3.11.1. it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all the provisions of these Conditions and that it has either taken such independent advice or has dispensed with the necessity of doing so; and
 - 1.3.11.2. all the provisions of these Conditions and the restrictions herein contained, are fair and reasonable as between the Parties in all the circumstances and are in accordance with the Contractor's intentions.

1.4. Communications

- 1.4.1. The Parties shall nominate in writing to each other their *domicilia citandi et executandi* for all purposes under the Contract, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option) by no later than the Commencement Date.



- 1.4.2. Any notice to be given by either Party in connection with this Contract shall be in writing.
- 1.4.3. Any legal notice or communication the purpose of which is to commence litigation or lodge a formal dispute, required or permitted to be given in terms of this Contract, shall be valid and effective only if in writing, where service has been effected at the relevant domicile address as set out in this Contract, in accordance with the Applicable Law. All other notices and communications, including letters, notices, drawings, orders, instructions, decisions, findings, claims, determinations, certifications or minutes of meetings, are to be delivered by the Company to the Contractor, or by the Contractor to the Company and shall be deemed to have been duly delivered if:
- 1.4.3.1. hand delivered: 1 (one) Business Day after delivery upon delivery receipt;
- 1.4.3.2. sent by electronic mail: 1 (one) Business Day after transmission.
- 1.4.4. Any Party hereto shall be entitled to change their physical, registered address or domicilium as required, provided that any new domicilium selected shall be situated in the United Republic of Tanzania. Any such change shall be effected upon notice in writing to the other Party of such change, provided that such notice must be delivered to the other Party by means of both methods of delivery described in clause 1.4.3 and shall accordingly be deemed to have been received by the other Party as per the provisions of clause 1.4.3.
- 1.4.5. All electronic communications received by the Company from the Contractor or vice versa shall be deemed legally binding and enforceable by law as provided in the Electronic Transactions Act No. 13 of 2015, provided that the electronic communication have been sent by a person duly authorised to commit the Party in accordance with the provisions of this Contract.
- 1.4.6. The information contained in any electronic communication shall be deemed as confidential, legally privileged and protected by law. Any electronic communication shall be deemed solely for the use of the intended recipient to whom it is addressed. The unauthorised use of any such electronic communication or any attachments thereto, by any person other than the intended recipient is strictly prohibited.

1.5. Governing Law and Jurisdiction

The law which is to apply to the Contract, and according to which the Contract is to be interpreted, shall be the law of the United Republic of Tanzania.

1.6. Priority of Documentation

- 1.6.1. Should any inconsistency be found in any documentation, including but not limited to the Purchase Order, Contractor's bid, quotation (if any), and/or conditions of sale, then these Conditions shall prevail over, inter alia, the foregoing bid, quotation and any terms and conditions of sale of the Contractor.

1.7. Cession or Assignment

- 1.7.1. Neither Party shall be entitled to cede, assign or delegate any of its rights and/or obligations without having obtained the prior written consent of the other Party, which consent may not be unreasonably withheld nor unreasonably delayed.

1.8. Concession not to Constitute Waivers

No grant by either Party to the other of any concession, waiver, condonation or allowance shall, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or estoppel of the grantor's right to enforce the provisions of the Contract.

1.9. Entire Contract

- 1.9.1. This Contract embodies the entire agreement between the Parties and supersedes any discussions, agreements and/or understandings relating to the subject matter hereof.
- 1.9.2. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.9.3. Changes, amendments or modifications of any of these Conditions, including this clause, shall not be valid unless reduced to writing in a physical written document and signed by representatives formally authorised by the respective Parties. Such signatures may only be physical, inked signatures, alternatively electronic signatures by making use of computer software to insert a pre-determined signature. Email signatures shall not be regarded as validly signed.

1.10. Execution in counterparts

This Contract may be executed by the Parties in separate counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. All signatures need not be contained in the same counterpart. Electronic signatures, created by means of computer software, contained within written documents shall have the same force and effect as original, inked signatures where such written documents were received by electronic mail.

2. NATURE OF RELATIONSHIP

2.1 Independent Contractor

- 2.1.1 The Company appoints the Contractor as an independent contractor. Nothing in these Conditions shall be regarded as appointing the Contractor or its Personnel, consultants, representatives or agents as employees, agents, partners or joint venturers of the Company.
- 2.1.2 The Contractor has no authority to incur and must not incur any obligation on behalf of the Company except with the express prior written instruction of the Company.
- 2.1.3 The Contractor is responsible for, *inter alia*, all costs and expenses, howsoever incurred, in order to fulfil its obligations in terms of this Contract.
- 2.1.4 The Contractor assumes full responsibility for the execution of the Work, in terms of this Contract (and specifically these Conditions) and undertakes at all times to execute the Work in a proper and skilled manner.

2.2 Conflict of Interest

- 2.2.1 The remuneration of the Contractor under this Contract shall constitute the Contractor's sole remuneration in connection with the Contract, for the supply of Goods and/or Services, as the case may be.
- 2.2.2 The Contractor shall not accept, for its own benefit, any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of its obligations under the Contract and shall use its best efforts to ensure that its Personnel, any sub-contractors, and agents of either of them shall, similarly, not receive any additional remuneration.
- 2.2.3 The Company reserves the right to terminate the Contract as a result of any actual or apparent conflict of interest(s) on the part of the Contractor. The Company shall not be liable to the Contractor for compensation, reimbursements or damages, of any kind whatsoever (whether in contract, warranty, delict or otherwise), for any loss or harm suffered by the Contractor pursuant to such termination by the Company. Notwithstanding the aforesaid, the Company shall remain liable to the Contractor for payment in respect of all Work performed by the Contractor prior to the date of termination of the Contract.
- 2.2.4 The Contractor shall be required to declare any matter which can be considered to be a conflict, as per this clause 2.2 (*Conflict of Interest*), to the Manager as soon as possible after becoming aware of said conflict.

2.3 Ethical Conduct

- 2.3.1 The Company is committed to operating its businesses in such a way that neither engages in, nor encourages in any manner, the following practices, all of which are regarded as unacceptable, against the public interest and that of the diamond industry:
- 2.3.1.1 buying and trading rough diamonds from areas where this would encourage or support conflict and human suffering;
 - 2.3.1.2 the use of child labour;
 - 2.3.1.3 practices which intentionally or recklessly endanger or harm the health or welfare of individuals;
 - 2.3.1.4 bribery or corruption;
 - 2.3.1.5 tax evasion;
 - 2.3.1.6 abusing human rights, committing or inciting acts of violence;
 - 2.3.1.7 engaging in bonded labour or forced labour or modern slavery; and
 - 2.3.1.8 any conduct which will bring the diamond industry into serious disrepute.
- 2.3.2 The Contractor is therefore also required, to the extent applicable, to adhere to the aforesaid requirements as set out in clause 2.3.1 above.
- 2.3.3 The parties, their Personnel, any sub-contractors and agents of either of them shall be required to adhere to the Company's Code of Ethical Conduct as published on the Company's website (<https://www.petradiamonds.com/about-us/corporate-governance/business-ethics>).
- 2.3.4 All unlawful conduct, including corruption, extortion, tax evasion and embezzlement is prohibited. The Parties shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. The Parties shall conduct their business consistent with fair and vigorous competition and in compliance with all applicable competition-, tax- and anti-corruption laws. The Parties shall employ fair business practices, including accurate and truthful advertising.
- 2.3.5 The Parties shall neither use forced, bonded, indentured or voluntary prison labour nor child labour in order to execute the Work. In addition, the Parties must respect those human rights that are within its sphere of influence and must abide with all Applicable Laws regarding labour.

2.3.6 Should any person, become aware of any forced, bonded, indentured or voluntary prison labour or child labour, or abuse of human rights or fraud, corruption, diamond theft, extortion or embezzlement or any other workplace crime, it shall be such individual's responsibility to report the misconduct to the Tip-Offs Anonymous Hotline immediately:

2.3.6.1 Landline: (+255)

Fax: (+27) 31 560 7395

Email: tothehotline@tip-offs.com.

2.3.7 The Contractor shall be required to formally communicate such obligation to all its Personnel.

2.4 Anti-Corruption Undertaking

For the purposes of this clause 2.4:

"Anti-Corruption Laws" means all Applicable Laws in connection with bribery and corruption, including but not limited to (i) the Prevention and Combating of Corrupt Act, 2007, Anti-money Laundering Act, 2006, and the Economic and organized crimes Act.

2.4.1 **"Applicable Laws"** means all applicable laws, regulations, directives, statutes, subordinate legislation and common law (including but not limited to those of the United Republic of Tanzania, all applicable judgments, orders, notices, instructions, decisions and awards of any court or competent authority or tribunal and all applicable codes of practice having force of law, statutory guidance and policy notes (including but not limited to those in the United Republic of Tanzania);

2.4.2 **"Authority"** means any government or governmental, administrative, fiscal or judicial authority, body, court, department, commission, tribunal, registry or any state owned, controlled or legislatively constituted authority which principally performs public, governmental or regulatory functions, including any competition authorities and any securities exchange having (or proposed pursuant to a listing to have) jurisdiction over any of the Parties; and

2.4.3 a person commits a **"Corrupt Act"** where such person:

2.4.3.1 undertakes any act or omission which is a breach of Anti-Corruption Laws; or

2.4.3.2 whether or not a breach of Applicable Laws, such person has directly or indirectly given, offered or received or has agreed (either themselves or in agreement or by acquiescence with others) to give, offer or receive any payment, gift or other gratification or advantage to any other person which;

2.4.3.2.1. was intended to, or did, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or for which it would otherwise be improper for the recipient to accept; or

2.4.3.2.2. which a reasonable person would otherwise consider to be unethical, illegal or improper.

2.4.4 Each Party warrants and represents to the other that, in respect of or in connection with this Contract (including in respect of any contract with any Authority in connection with this Contract), neither it nor any of its authorised Personnel, authorised agents and/or authorised representatives has prior to the Signature Date committed a Corrupt Act.

2.4.5 Each Party undertakes to the other that, at all times after the Signature Date, it shall not, directly or indirectly, and it shall procure (insofar as it lawfully can) that none of its authorised Personnel, authorised agents and/or authorised representatives, directly or indirectly, commit or permit any Corrupt Act and acknowledges that it shall be responsible and liable for any and all such Corrupt Acts committed.

2.4.6 Each Party undertakes that it shall maintain in place, and shall procure that it and each member of its group of companies (including its holding company, its subsidiaries (direct or indirect) and subsidiaries of its holding company) maintain in place, adequate procedures to prevent and combat corruption as directed within the Act by any authorised person or representative of such Party.

2.4.7 If either Party breaches or is reasonably likely to breach the undertakings set out in clauses 2.4.4, 2.4.5 and/or 2.4.6, or if it becomes aware of any fact or circumstance which may constitute, or result in, a breach of any Anti-Corruption Laws in respect of or in connection with the Contract, it shall notify the other Party as soon as reasonably practicable, unless such notification is not permitted by law or by a governmental or regulatory authority.

2.4.8 The provisions of this clause 2.4 constitute a stipulation for the benefit of each Party and each member of it, and any of such aforementioned parties may accept such benefits at any time without notice being required to be given to the other Party.

2.5 Compliance with Applicable Laws

2.5.1 The Parties shall at all times act in full compliance with all Applicable Laws and regulations and principles of best practice relating to the avoidance of money laundering, bribery, tax evasion, modern slavery and corruption in all jurisdictions to which it is subject and any related rules and regulations and shall not do or fail

to do any act or thing which shall cause it to be in breach of any such law, regulation or principle.

2.5.2 Either Party shall be entitled to terminate the Contract with immediate effect as a result of a breach by the other Party of this clause 2.5 (*Compliance with Applicable Laws*) without any liability whatsoever.

2.5.3 Each Party shall, and procure that each member of its respective groups in the performance of their obligations under this Contract, comply at all times and act in a manner consistent with all Applicable Laws, regulations and/or principles.

2.5.3.1 Should a Party have a reasonable suspicion of any breach (actual or potential) and/or any conduct which may give rise to any breach of this clause 2.5 (*Compliance with Applicable Laws*), the other Party shall promptly provide the relevant Party with any further information requested in connection with such suspicion.

2.5.3.2 The relevant Party may, upon receipt of any notice under this clause 2.5 (*Compliance with Applicable Laws*), and/or should the other Party fail to comply with this clause and/or should the relevant Party otherwise become aware of any breach and/or conduct which may give rise to any breach of this clause (the "**Misconduct**"), at its option:

2.5.3.2.1. request the other Party to provide any further information which it is reasonable to request in relation to the Misconduct; and/or

2.5.3.2.2. require the other Party to forthwith implement such remedial measures as may be necessary to address and/or mitigate the risk and/or damage or potential damage arising from the Misconduct and to confirm to the relevant Party in writing that such measures have been implemented.

2.5.3.3 Each Party must notify the other Party of any foreign public official it has as an officer or employee and further it shall immediately notify the other Party if a foreign public official becomes an officer of its group.

2.6 Compliant Supplier

2.6.1 It shall be the Contractor's responsibility to comply with any regulations or requirements, and to provide updated information and documentation, as may be required from time to time, by the Company as per its vendor compliance management system.



3. QUALITY MANAGEMENT

3.1 Competent Employees

3.1.1 The Contractor shall use, on the Site for the execution of the Work, only such Personnel whom are careful, competent and efficient, with the correct and appropriate qualifications and experience relevant to the specific position and tasks to be performed. The Contractor may be requested to submit proof of the qualifications of tradesmen or any other Personnel, as and when required by the Company.

3.1.2 Should the Company be made aware of any misconduct, incompetence or negligence (in performing his/her proper duties) on the part of any of the Contractor's Personnel, then the Company shall be entitled to require the Contractor to undertake a *bona fide* investigation in respect of such alleged misconduct, incompetence or negligence, the findings of which the Contractor shall communicate to the Company. Should the findings of the investigation positively confirm the allegations in question, the Company shall have the right forthwith to remove such Personnel from Site and the Contractor shall replace such Personnel with suitable alternate Personnel, to the reasonable satisfaction of the Company.

3.2 Contractor's use of Site

The Site and area allocated to the Contractor by the Company are to be used exclusively for the execution of the Work. The Contractor will not be permitted to conduct any business other than that which is in connection with the execution of the Work or this Contract, on the Site or on the Company's property.

3.3 Specifications

In providing the Work, the Contractor shall be required to comply with all specifications and requirements set out in the Applicable Laws.

4. SUB-CONTRACTING

4.1 The Contractor shall not sub-contract to, nor engage, a sub-contractor to perform any part of the Work without having obtained the prior written authorisation from the Company. In this regard, the Contractor shall be required to send written notification to the Company, requesting such authorisation and, included in the notification must be information regarding the Work to be sub-contracted, the name and registered address of the sub-contractor as well as detailed motivation as to the reason why the Work is to be sub-contracted.



- 4.2 The Company shall within 14 (fourteen) days of receipt of the notification, inform the Contractor whether the proposed sub-contracting is accepted or not, failing which the Contractor remains responsible for the follow up on proposed sub-contracting request.
- 4.3 Should the Contractor enter into a sub-contract with a sub-contractor without prior approval, the Company may forthwith terminate the Contract with immediate effect. Should the Company terminate the Contract in such an instance, the Company shall not be liable to the Contractor or the sub-contractor in question, for any damages, of any kind whatsoever (whether in contract, warranty, delict or otherwise), for any loss or harm suffered by the Contractor or the sub-contractor in question, pursuant to such termination by the Company.
- 4.4 The Company shall have no contractual relationship with the sub-contractors.
- 4.5 If the Company is of the reasonable opinion that a sub-contractor is incompetent, the Company may request that the Contractor provide, as a replacement, a sub-contractor having the requisite qualifications and experience, as well as a safety record and infrastructure acceptable to the Company, alternatively, the Contractor may elect to resume the performance of the relevant part of the Work itself.
- 4.6 The Contractor shall advise the Company without delay of the variation or termination of any sub-contract for performance of all or part of the Work.
- 4.7 The Contractor must ensure that the Work performed by the sub-contractor or any representatives of the sub-contractor meets the requirements of these Conditions.
- 4.8 The Contractor shall be responsible for the acts, omissions and negligence of the sub-contractor(s) appointed by the Contractor. Notwithstanding the appointment by the Contractor of any sub-contractor, delegate, or agent in accordance with this Contract, the Contractor remains fully liable under this Contract and will obtain no relief for any failure, on the part of any such delegate or agent, to perform under this Contract.
- 4.9 Where any provision of this Contract requires the Contractor to procure that its sub-contractors comply with a particular obligation, such requirement shall be construed as an obligation to use all reasonable endeavours to procure such compliance.

5. PURCHASE ORDER

- 5.1 The Contractor shall perform the Work in accordance with the Contractor's Scope of Work, as well as such further Scope of Work and Specifications, as may be reasonably required by the Company, as summarised in an official Purchase Order.
- 5.2 The Company will not entertain or accept any liability (including the obligation to compensate for or reimburse the Contractor) for Work for which no Purchase Order exists or where the value of the Purchase Order has been exhausted. The acceptance of such aforementioned Work by the Company shall not create any such liability.



- 5.3 The Contractor shall confirm the receipt of the Purchase Order, in writing, within 48 (forty-eight) working hours of receiving same, whether it accepts or rejects such Purchase Order. Should the Contractor fail to reject the Purchase Order, as contemplated in this clause, acceptance is deemed to be given and shall be final and binding on the Contractor. The Company shall be entitled to enforce the terms and conditions contained therein.

6. INVOICE AND REMUNERATION

- 6.1 Once the Work has been completed, or any portion thereof, in terms of the relevant provision of these Conditions and Purchase Order, an invoice bearing the Purchase Order number and the Company's VAT registration number shall be delivered by the Contractor to the Company to the value of the delivered and/or completed Work. Such invoice must amount to a valid VAT invoice in accordance with the provisions of the Value Added Tax Act, Act 15. 5 of 2014.
- 6.2 The invoice must, where applicable be signed off by the applicable Company nominated representative and must furthermore be submitted with substantiating information to the extent required by the Company. Such substantiating information may include, but is not limited to, the following:
- 6.2.1 Time sheets;
 - 6.2.2 Payment certificate;
 - 6.2.3 Delivery note; and/or
 - 6.2.4 Service reports;
- 6.3 The Company shall remunerate the Contractor for the Work executed as stated in the Purchase Order.
- 6.4 The Contractor shall be required to submit a statement which lists all the invoices generated within the month. Such statement may only be submitted by the Contractor at the end of the relevant calendar month. Any price payable in terms of the invoice delivered by the Contractor to the Company will thus be payable within 30 (thirty) days after the statement date.
- 6.5 If any item or part of an item on an invoice submitted by the Contractor is disputed by the Company, the Company shall notify the Contractor promptly thereof whereupon the Contractor shall issue and submit a Credit Note to the Company in respect of the disputed amount.
- 6.6 The amount so disputed shall be excluded from the provisions of clause 6.3 and shall be processed upon the dispute being resolved and shall be subject to clause 6.1. The Parties shall endeavour to resolve the dispute by the 22nd (twenty second) day of the following month in order that the resolved amount shall be included in the following month's invoice.
- 6.7 The Company shall not be permitted to withhold payment for the entire amount, should only part of the invoice be in dispute.

- 6.8 If the Company disputes payment of the invoice in totality, then the period referred to at clause 6.4 shall be deemed not to have commenced. Should the disputed payment of the invoice not have been resolved by the 22nd (twenty-second) day of the following month, the dispute resolution process as set out in clause 17 (*Resolution of Disputes*) shall apply.
- 6.9 The Contractor acknowledges that the Contract Value does not commit the Company to such expenditure but is purely indicative for budgeting purposes of the Contract.

8. COMPLIANCE WITH LEGAL OBLIGATIONS AND STANDARDS

8.1 Legislation

8.1.1 The Contractor warrants that it is familiar with the relevant and applicable requirements of all Applicable Laws (including but not limited to the Mining Act Cap123 R.E 2019, Mining (Local Content) Regulation, 2018 as amended, Mining (integrity pledge) Regulations 2018, and Employment and Labour Relation Act Cap 366, as far as same pertains to the Work. The Contractor further undertakes to stay abreast of changes to and abide by and comply with such Applicable Laws at all times during the duration of this Contract.

8.1.2 The Company shall be entitled to terminate this Contract with immediate effect should the Contractor:

8.1.2.1 be prevented, by any Applicable Law, from performing any of its obligations in terms of this Contract; or



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8.1.2.2 at any time be found, by a court of competent jurisdiction, to have contravened any Applicable Law.

8.1.3 Should the Company terminate the Contract in an instance contemplated in clause 8.1.2, the Company shall not be liable to the Contractor for any damages, of any kind whatsoever (whether in contract, warranty, delict or otherwise), for any loss or harm suffered by the Contractor pursuant to such termination by the Company.

8.2 Risk Assessment

To the extent deemed necessary by the Company, the Contractor must submit, prior to commencing with the Work, all necessary risk assessments highlighting the hazards, dangers and risks in general to all the Company's employees, the Contractor's Personnel and any other third parties involved in the execution of the Work.

8.3 Specific Health and Safety Requirements

8.3.1 In addition to any other legislated requirements, all Work executed by the Contractor, shall be carried out in accordance with the Health, Safety, Environmental and Quality Policy Statement ("**HSEQ Policy**") of the Company.

8.3.2 All Specifications shall be used in conjunction with, and not in place of, all Applicable Laws in force at the time of this Contract. Where unique site safety specifications are in force, those safety Specifications shall take precedence.

8.3.3 All injuries must be reported to the relevant supervisor, as soon as the injury occurs, but no later than 1 (one) hour thereafter, who in turn must report such injury to the Company's safety official before the end of the shift during which the relevant supervisor was made aware of the injury. At all times, an attitude of zero harm is to be enforced by the Contractor with regard to safety, health and environmental matters.

8.4 Environmental Compliance

8.4.1 In addition to any other legislated requirements, the Contractor undertakes that it shall at all times comply with the Company's HSEQ Policy as may be applicable to the Contractor, in the execution of its Work.

8.4.2 The Company's HSEQ Policy will be made available to the Contractor upon request.

8.4.3 In the event of pollution and/or degradation ("**the Incident**") of the environment by the Contractor, the Contractor shall advise the Company immediately, but by no



later than 24 (twenty four) hour after the incident occurred. The Parties shall, in consultation, determine appropriate measures to be implemented.

- 8.4.4 The Contractor shall be liable for all costs resulting from the remediation of any pollution caused by the Contractor or any of its subcontractors, agents, representatives and the like.
- 8.4.5 The Company may at its sole discretion conduct an environmental audit to ensure compliance by the Contractor with all the Company's environmental standards and undertakes to convey the outcome of the report to the Contractor.
- 8.4.6 Should the audit identify any flaws and/or non-compliance by the Contractor, the Contractor shall as soon as may be reasonably possible, implement remedial, preventative and/or other measures necessary to ensure legal compliance, failure to do so shall constitute a material breach of these Conditions.

8.5 Reportable Incidents

- 8.5.1 Reportable incidents are certain types of incidents, occurring at the Site, or arising out of or in connection with the performance of the Work by the Personnel, or in connection with the use of equipment required in order to perform the Work. Such incidents must be reported immediately without delay by the Contractor to the Company.
- 8.5.2 Reportable incidents include the following:
 - 8.5.2.1 the death of any employee or Personnel;
 - 8.5.2.2 an injury, to any employee or Personnel and any third party likely to be fatal;
 - 8.5.2.3 unconsciousness, incapacitation from heat stroke or heat exhaustion, oxygen deficiency, the inhalation of fumes or poisonous gas, or electric shock or electric burn accidents of or by any employee or Personnel and which is not reportable in terms of clause 8.5.2.4;
 - 8.5.2.4 an injury which either incapacitates the injured employee or Personnel from performing that employee's or Personnel's normal or a similar occupation for a period totalling 14 (fourteen) days or more, or which causes the injured employee or Personnel to suffer the loss of a joint, or a part of a joint, or sustain a permanent disability;
 - 8.5.2.5 an injury, other than injuries referred to in clause 8.5.2.4, which incapacitates the injured employee or Personnel from performing that employee's or Personnel's normal or a similar occupation on the next calendar day.



- 8.5.3 Incidents endangering the health and safety of any person must also be reported to the Company immediately without delay. Such incidents include:
- 8.5.3.1 where a dangerous or hazardous substance was spilled;
 - 8.5.3.2 where the uncontrolled release of any substance under pressure takes place;
 - 8.5.3.3 where machinery or any part thereof fractures or fails resulting in flying, falling or uncontrolled moving objects;
 - 8.5.3.4 where machinery runs out of control and could cause or has caused injury; and
 - 8.5.3.5 where the fracture or failure of any part of machinery in which gas is under pressure results in the sudden release of gas.
- 8.6 All Work executed by the Contractor shall be carried out in accordance with the Company's Health and Safety Policy, as well as all other Company policies and procedures applicable to the Work.
- 8.7 Human Rights
- 8.7.1.1 The Parties acknowledge that there have been some historical allegations concerning abuse of human rights at WDL's mine in Tanzania (the "**Allegations**") and that there are ongoing investigations relating to the Allegations.
- 8.7.2 The Company hereby warrants to the Contractor that:
- 8.7.2.1 it is fully cooperating with all investigations relating to the Allegations and will report all findings to its parent company and the board of director of its parent company as soon as reasonably practicable;
 - 8.7.2.2 it has appointed an independent third party to investigate the Allegations and will implement all reasonable recommendations made by the independent third party as soon as reasonably practicable;



- 8.7.2.3 it will share with the Contractor the recommendations made by the independent third party as soon as reasonably practicable and will collaborate with the Contractor to implement such recommendations;
- 8.7.2.4 within the 12 months following the date of execution of this Contract, it will establish a two tier grievance system to deal with "day-to-day" issues and more serious issues which require a form of redress;
- 8.7.2.5 it is committed to engaging with the local community to provide redress to the Allegations, where necessary, and in order to reduce the number of trespassers that enter the Company' property;
- 8.7.2.6 it supports to and adheres to the Universal Declaration of Human Rights and expects and demands that all of its suppliers also support and adhere to the Universal Declaration of Human Rights;
- 8.7.2.7 it has read the International Code of Conduct and agrees to comply with its principles;
- 8.7.2.8 to the extent that it becomes aware that any of its suppliers are found to have breached human rights, it will terminate such relationship; and
- 8.7.2.9 since 1 September 2020, the Company is not aware of any circumstance where disproportionate or unreasonable force has been used by the Company or any of its suppliers or subcontractors to remove trespassers or illegal miners from the Company's property and that, during the term of this Contract, the Company will ensure (directly and through its suppliers) that no disproportionate or unreasonable force will be used against such persons (such that it would be a breach of human rights).
- 8.7.3 The Contractor hereby warrants to the Company that:
- 8.7.3.1 it will collaborate with the Company to implement any recommendations provided by the independent third party referred to in paragraph 8.7.2.2;



- 8.7.3.2 it supports to and adheres to the Universal Declaration of Human Rights and expects and demands that all of its suppliers also support and adhere to the Universal Declaration of Human Rights;
- 8.7.3.3 it is a member of the International Code of Conduct Association and expects all its suppliers and the Company to comply with its principles;
- 8.7.3.4 to the extent that it becomes aware that any of its suppliers are found to have breached human rights, it will terminate such relationship; and
- 8.7.3.5 it will not, and will not allow any of its suppliers or subcontractors to, use disproportionate or unreasonable force to remove trespassers or illegal miners from the Company's property and that, during the term of this Contract, the Company will ensure (directly and through its suppliers) that no disproportionate or unreasonable force will be used against such persons (such that it would be a breach of human rights).
- 8.7.3.6 It supports and adheres to the Voluntary Principles on Security and Human Rights (VPSHRs) and will ensure that all its employees adhere to the same.

11. FORCE MAJEURE

- 11.1 Neither Party shall be responsible for or be held liable due to any failure to observe its obligations in terms of this Contract where such failure is due to any Force Majeure Event.
- 11.2 For the purposes of this clause, a Force Majeure Event shall include acts beyond the control of a Party, such as acts of God, war (whether declared or not), civil insurrection, rebellion, pandemics, revolution, any acts of foreign enemies, hostilities, lightning, earthquake, storm, flood, sabotage, embargoes, fire, explosions and any event which the Party claiming force majeure could not reasonably be expected to prevent or control (including any labour unrest, lock outs, strike, work stoppages pursuant to a notice in terms of Mining (safety, Occupational Health and Environmental Protection) Regulations 2010 and action/s by employees or Personnel of any Party to this Contract); but shall exclude any event caused by negligence of the Party claiming force majeure or any of its employees, agents or representatives or by any failure to observe the standard of care, diligence and skill of an a contractor providing comparable Work.
- 11.3 The burden of proof of the existence of a Force Majeure Event shall rest with the Party claiming force majeure.



- 11.4 A Party claiming force majeure hereunder shall notify the other Party within 2 (two) Business Days of the circumstances of such Force Majeure Event, and shall advise the other Party, if and when known, of the likely duration of the Force Majeure Event, and shall use all reasonable diligence to remedy the Force Majeure Event, or to avoid or minimise the consequences of suspending performance of the obligation/s affected by the Force Majeure Event, provided that nothing herein shall require such Party to settle strikes or other labour disputes contrary to its interests, and shall continue with the Work as soon as reasonably possible after the Force Majeure Event has ceased to exist. Except as otherwise provided in this clause 11 (*Force Majeure*), the execution of the Work affected by the Force Majeure Event shall be deemed suspended so long as such Force Majeure Event continues to prevent or delay the execution of the Work.
- 11.5 If any Force Majeure Event continues and prevents a Party from performing in terms of this Contract for a continuous period in excess of 30 (thirty) days, the Party not claiming force majeure may elect, at its sole discretion, to terminate this Contract by giving the other Party 15 (fifteen) days' written notice.

12. SUSPENSION

- 12.1 The Company may temporarily suspend all or parts of the Work due to, *inter alia*, a safety concern, whether related to the Contractor or not, or any perceived breach of any terms of this Contract, by written notice to the Contractor who shall immediately make arrangements to stop the performance of the Work and prevent or minimise further expenditure.
- 12.2 An investigation shall be conducted to determine the level of severity of the incident and to identify the defaulting party.
- 12.3 Should the reasons for the suspension no longer exist, the Company shall direct the Contractor to recommence the whole or the relevant part of the Work. The Contractor shall do so promptly or, if any delay is expected to arise, shall notify the Company of when it reasonably expects to be able to recommence the Work.
- 12.4 Should the suspension arise directly or indirectly as a result of an intentional or negligent act or omission on the part of the Contractor, the Company reserves the right to claim from the Contractor direct damages of any kind whatsoever (whether in contract, warranty, delict or otherwise) arising from such suspension. In the event that the Company directs suspension for any other reason, the Company and Contractor shall determine the reasonable cost incurred by the Contractor directly as a result of such suspension and reimburse the Contractor therefor.
- 12.5 When the Work is suspended, the Company and Contractor shall meet at regular intervals to determine an acceptable course of action.
- 12.6 Upon suspension, where costs are payable to the Contractor, which arise due to the Company's fault:

- 12.6.1 the Contractor shall be remunerated for Work already completed up to the point of suspension and this remuneration shall make provision for all Contract-related penalties or any other costs on a Proven Cost basis incurred during this period prior to suspension;
 - 12.6.2 the Contractor will be remunerated for any delays suffered and or direct damages incurred by the Contractor due to the Company's decision to suspend, should the outcome of the investigation conducted be found to be in favour of the Contractor;
 - 12.6.3 such costs shall include de-mobilisation costs, re-mobilisation costs and any other costs incurred by the Contractor to resume Work.
- 12.7 Upon suspension, where the Contractor is at fault, the Company shall have the right, subject to any limit of liability contained in this Agreement, to claim from the Contractor direct damages of any kind whatsoever (whether in contract, warranty, delict or otherwise) arising from such suspension, irrespective of the fact that the decision to suspend was made by the Company. Such damages shall include but not be limited to the costs incurred by the Company in relation to a fine issued by a government department and the related legal costs incurred resulting from the Contractor's non-compliance with any of the Applicable Laws, Specifications or these Conditions.

13. BREACH

In the event that any of the Parties ("**Defaulting Party**") commits a breach of any of the terms of this Contract and fails to remedy such breach within a period of 7 (seven) days or such longer period as is provided in any other provision of this Contract in relation to a breach contemplated in that clause after receipt of a written notice from another Party ("**Aggrieved Party**") calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of this Contract or to suspend or cancel this Contract forthwith and with further notice, and in either case to claim and recover damages from the Defaulting Party.

14. EVENTS OF DEFAULT

- 14.1 Specific conditions constituting breach of contract include but are not limited to:
- 14.1.1 Any representation, warranty and undertaking confirmed or made by either Party in terms of this Contract or in connection with the execution and implementation of the Work is found to have been incorrect in any material respect.
 - 14.1.2 either Party committing fraud or gross misconduct.
 - 14.1.3 either Party commencing winding up or business rescue proceedings, being dissolved or being declared bankrupt or insolvent (whether by a court order or decree entered against the Party or by any form of corporate action or otherwise).



- 14.1.4 any authorisation, necessary for either Party to comply with its obligations in terms of this Contract or to carry out the Work, ceasing to be in full force and effect and not being restored or reinstated within 7 (seven) days of written notice to the Party.
- 14.1.5 At any time, with respect to the negotiation, execution or the implementation of the Work, including in respect of the procurement or execution of any Contract to be finalised in full or in part, either Party reasonably determining that the other Party has engaged in a corrupt practice, a coercive practice, a collusive practice or a fraudulent practice, without having taken timely and appropriate action satisfactory to the other Party to remedy the situation or to address such practices when they occur.
- 14.1.6 The Contractor failing to commence the Work on the agreed date for commencement in accordance with the terms of this Contract or such extended date as agreed between the Parties, in writing.
- 14.1.7 The Company failing to pay the Contractor any invoice or other sum in accordance with the provisions set out herein.
- 14.1.8 Either Party being accused of abusing human rights in respect of their conduct under this Contract and such accusation having a legitimate basis (a legitimate basis including being investigated by an external body).
- 14.2 Upon the occurrence of an Event of Default and at any time thereafter, the Party in default fails to remedy such breach within 7 (seven) days of receipt of written notice from the Aggrieved Party, the Aggrieved Party shall be entitled to without notice, in addition to any other remedy available to it at law or in terms of this Contract to:
 - 14.2.1 claim immediate and specific performance of all the obligations owed to it;
 - 14.2.2 acquire the Work from a third Party, in which event the Aggrieved Party shall be entitled to recover from the Defaulting Party any amount by which the price so paid exceeds the Purchase Price and any cost and expenses associated with acquiring the Work from such third party;
 - 14.2.3 execute the Work itself and, provided that the default is not attributable to any of the circumstances set out in clause 11 (*Force Majeure*), to recover from the Defaulting Party any amount by which the price so paid exceeds the Purchase Price plus any direct damages; or
 - 14.2.4 terminate this Contract and/or the Purchase Order without prejudice to the Aggrieved Party's right to claim damages arising from such Event of Default, with immediate effect by written notice to the other Party.
 - 14.2.4.1 Further to clause 14.2.4, upon such termination the Company will pay to the Contractor all amounts due and not previously paid to the



Contractor for the Work completed in accordance with the Purchase Order(s) issued prior to such notice.



16. CONFIDENTIAL INFORMATION

16.1 Confidential Information

16.1.1 For the purpose of this clause 16 (*Confidential Information*), Disclosing Party means the Party making disclosure of the Confidential Information and Receiving Party means the Party receiving the Confidential Information.

16.1.2 During the term of this Contract and after its termination or expiration for any reason whatsoever, the Receiving Party shall:

16.1.2.1 maintain the confidentiality of the Confidential Information of the Disclosing Party;

16.1.2.2 not disclose the Confidential Information of the Disclosing Party to any person other than with the prior written consent of the Disclosing Party or in accordance with the provisions of this Contract; and

16.1.2.3 not use the Confidential Information of the Disclosing Party for any purpose other than the performance of its obligations under this Contract.

16.1.3 During the term of this Contract, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party's employees, professional advisers and sub-contractors and the employees and professional advisers of any member of the Receiving Party's group of companies, only to the extent that it is reasonably necessary for the purposes of the implementation of this Contract.

16.1.4 The Receiving Party shall make sure that each recipient of the Confidential Information of the Disclosing Party complies with all the Receiving Party's obligations of confidentiality under this Contract as if the recipient were the Receiving Party under the terms of this Contract.



16.1.5 The obligations of the Parties under this clause 16 (*Confidential Information*), shall survive the expiry or termination of this Contract for a period of 5 (five) years after termination of this Contract.

16.1.6 The Parties agree that the Disclosing Party shall be entitled to the remedies of interdict and specific performance for any threatened or actual breach of this clause 16 (*Confidential Information*), by the Receiving Party.

16.2 Copies for execution of the Work

16.2.1 The Receiving Party may make copies of written or computer stored materials incorporating Confidential Information only if those copies are necessary for the execution of the Work and must return to the Disclosing Party all Confidential Information (including any copies made by it) and permanently delete (taking all steps that are reasonable but not extending to any obligation to destroy any hardware or any information that is on any back up tapes) any Confidential Information stored by it on a computer or electronic retrieval system so that it is incapable of retrieval with 7 (seven) days of the first to occur of the following:

16.2.1.1 a receipt of a request from the Disclosing Party to do so; or

16.2.1.2 the termination of the engagement of this Contract.

16.2.2 The Contractor shall consider all aspects of the Work to be secret and confidential and shall not make any announcement, take any photograph or release any information concerning the Contract or the Work or any part thereof to any member of the public, press or any official body or incorporate in or make available to any other publication unless prior written consent is obtained from the Company.

16.3 Limitations on Confidentiality

16.3.1 The obligation to keep Confidential Information secret does not extend to:

16.3.1.1 any information which is or becomes part of the public knowledge;

16.3.1.2 any information that, at the time of disclosure, was in the Receiving Party's lawful possession;

16.3.1.3 any information which will be made lawfully available to the Receiving Party by a third party; or

16.3.1.4 any information which is required to be disclosed by Applicable Laws, provided that, to the extent legally permitted, the Receiving Party shall inform the Disclosing Party in writing of such a requirement prior to



disclosure, to allow the Disclosing Party to take whatever measures it deems necessary to protect its Confidential Information.

17. RESOLUTION OF DISPUTES

- 17.1 Any dispute or difference arising between the Parties relating to, or arising out of the Contract, shall in the first instance be referred to the General Manager for resolution. In the event of the dispute not having been resolved within 15 (fifteen) Business Days of such referral, or such longer period as the Parties' respective Chief Executive Officers (or their designated nominees) may agree in writing, the dispute or difference will be referred for arbitration, as per clause 18 (Arbitration).
- 17.2 Nothing in these Conditions shall preclude either Party from seeking urgent interim relief or the enforcement of any liquidated sum, not otherwise provided for herein, from a Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court having jurisdiction.

18. ARBITRATION

- 18.1 The arbitration shall be held at a venue mutually agreed between the Parties, informally, in the English language and otherwise in accordance with the rules of the provisions of the Arbitration Act 2020 of the laws of Tanzania, it being the intention that if possible it shall be held and concluded within 30 (thirty) Business Days after it has been demanded.
- 18.2 The Parties agree that the type of arbitrator to be appointed shall be based on the relevant matter as follows:
- 18.2.1 primarily an accounting matter, an independent accountant mutually agreed upon between the Parties;
 - 18.2.2 primarily a legal matter, a practicing attorney or Senior Counsel with no less than 10 (ten) years standing or retired High Court judge mutually agreed upon between the Parties;
 - 18.2.3 any other matter, an independent expert mutually agreed upon between the Parties.
- 18.3 Each of the Parties hereby irrevocably agrees that a decision of the arbitrator in the arbitration proceedings:
- 18.3.1 shall be final and binding on each of them;
 - 18.3.2 will be carried into effect;
 - 18.3.3 be made an order of any court to whose jurisdiction the Parties are subject.



- 18.4 Notwithstanding the foregoing, nothing in this clause 18 (*Arbitration*), shall be construed as precluding either Party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision or the award of the arbitrator in terms of this clause 18 (*Arbitration*).

19. QUANTITIES

For the purpose of this Contract, no volumes or frequencies stated by the Company are guaranteed. Quantities, distances, masses and such other information furnished by the Company shall serve as a general guide only.

20. NON-EXCLUSIVITY

Nothing in this Contract is intended nor shall it be construed as creating any exclusive arrangement with the Contractor in respect of the provision of the Work. As such, the Company shall not be restricted from procuring similar or comparable Work, from any other entity or source, during the duration of this Contract. In addition, the Company reserves the right to test the market as regard to the provision of the Work and may, during the duration of this Contract, seek to test the Contractor's rates and pricing against the Contractor's competitors' rates and pricing as regard to the provision of the Work.

21. OBJECTS, MATERIALS AND DISCOVERIES ON SITE

- 21.1 The Contractor shall have no claim to any objects or materials of value within the Site, which do not belong to the Contractor. The Contractor is obligated to inform the Company should such an object or materials be discovered.
- 21.2 The Contractor shall not be permitted to move or remove any such object or materials from the Site unless expressly instructed to do so by the Company.
- 21.3 The Contractor shall immediately suspend the Work, to an appropriate extent, where undocumented services, natural features, articles of value or relics are uncovered on Site, and give notice to the Company who shall issue a directive detailing how to proceed with the Work.
- 21.4 Any relics or other articles found on the Site shall remain the property of the Company. Clause 16 (*Confidential Information*) shall have the same force and effect on the entirety of this clause 21 and such relics or articles shall remain the sole discovery and property of the Company.

22. NON-SOLICITATION

During the term of this Contract and for a period of 12 (twelve) months thereafter, neither Party shall, without the prior written consent of the other Party, either directly or indirectly, on the Party's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the other Party.



23. SEVERABILITY

Each phrase, sentence, paragraph and clause in this Contract is severable the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically and if in terms of any judgment or order any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, shall nevertheless be and continue to be of full force and effect.

24. SUPPORT AND GOOD FAITH

- 24.1 The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Contract.
- 24.2 The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract. This implies, without limiting the generality of the foregoing, that they shall:
- 24.2.1 at all times during the term of this Contract act reasonably, honestly and in good faith;
 - 24.2.2 perform their obligations arising from this Contract diligently and with due skill and reasonable care; and
 - 24.2.3 shall endeavour to amicably resolve any disputes or misaligned matters, including pricing concerns.

25. COSTS

Each Party shall bear its own costs in relation to the preparation and/or negotiation of these Conditions.

26. AUDIT

- 26.1 Each Party shall allow the other Party (or its representatives or its professional advisers) to access the other's premises, personnel, systems and relevant records to verify compliance with paragraphs 2.3 to 2.6 and paragraphs 8.7.2 and 8.7.3 (as applicable) of these conditions.

- 26.2 Subject to the Party seeking access (the "Access Party") complying with its confidentiality obligations, the other Party, shall provide the Access Party (or its representatives or professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 26.3 The Access Party shall provide at least 3 Business Days' notice of its intention to conduct an audit and any audit shall be conducted during business hours.
- 26.4 The Access Party (and its representatives and its professional advisers, as applicable) shall have the right to request copies of any records which they reasonably require and such request will be discussed at the time taking into account relevant legislation and confidentiality obligations.
- 2B: TERMS & CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES

27. DETAIL OF WORK

The Contractor shall render the Service as stipulated in this Contract, the Scope of Work and Specifications.

28. VARIATION TO THE SCOPE OF WORK

- 28.1 Any person requesting a Variation to the Work, on behalf of the Company, must be a duly authorized representative of the Company.
- 28.2 A Site Instruction will be issued to the Contractor when a need arises for additional Work or a change to the existing Scope of Work. Site Instructions that have been approved by the relevant individual within the Company are considered binding and allow the Contractor to continue with the Work as detailed in such Site Instructions. The Contractor will, however, only be able to render an invoice for Work executed in terms of a Site Instruction once such Work has been confirmed by way of an official Purchase Order. All Site Instructions shall be concluded in a formal Contract amendment, on a monthly basis, to ensure that proper financial provision is made for the additional Work.
- 28.3 Should the Contractor carry out any additional Work without having received a formal Purchase Order, the risk and liability related to such additional Work, shall fall to the Contractor. For the avoidance of doubt, in such an instance, the Company shall in no manner be held liable for any remuneration related to additional Work having been carried out by the Contractor and the Contractor shall be held solely liable for the remuneration and costs associated with the additional Work concluded in the absence of a formal Purchase Order.



- 28.4 Unless otherwise agreed to in writing by the Parties, the Contractor must commence actioning the Purchase Order as soon as is reasonably and practically possible, but no later than [2] ([two]) Business Days after the date of the Purchase Order. Should the Contractor fail to act timeously in accordance with the provisions of this clause, the Company shall deduct cost of such service from the invoice.
- 28.5 The Purchase Order must accompany applicable invoices.

29. MEASUREMENT AND EVALUATION

- 29.1 The Works shall be measured and valued for payment in accordance with this clause and Annexure C on KPI.
- 29.2 Whenever the Company requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's representative, who shall:
- 29.2.1 Promptly either attend or send another qualified representative to assist the Company's representative in making the measurement, and
- 29.2.2 Supply any particulars requested by the Company.
- 29.3 If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Company shall be accepted as accurate.
- 29.4 Except as otherwise stated in the Contract, whenever Works are to be measured from records, these shall be prepared by the Company representative. The Contractor shall as and when requested, attend to examine and agree with the records of the Company's engineer and shall sign same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.
- 29.5 If the Contractor examines and disagrees with the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Company's representative of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Company representative shall review the records and either confirm or vary same. If the Contractor does not give notice to the Company's representative within 14 (fourteen) days after being requested to examine the record, they shall be accepted as accurate.
- 29.6 Method of Measurement
- 29.6.1 Except as otherwise in the Contract and notwithstanding local practice:
- 29.6.1.1 measurement shall be made of the net actual quantity of each item of the Works; and
- 29.7 Evaluation
- 29.7.1 Except as otherwise stated in the Contract, the Company representative shall proceed to agree or determine the Contract Value by evaluating each item of



Work, applying the measurement agreed or determined in accordance with this clause and the appropriate rate for each item.

29.7.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work. However, a new rate or price shall be appropriate for an item of Work if:

29.7.2.1 the measured quantity of the item is changed by more than 10% (ten percent) from the quantity of this item in the Bill of Quantities or Schedule of Rates;

29.7.2.2 this change in quantity multiplied by such specified rate for this item exceed 0.01% (zero point zero one percent) of the accepted Contract Value;

29.7.2.3 this change in quantity directly changes the cost per unit quantity of this item by more than 1% (one percent); and

29.7.2.4 this item is not specified in the Contract as a "fixed rate item";

OR

29.7.2.5 the Work is instructed under Clause 27 (Variations of the Scope of Work);

29.7.2.6 no rate or price is specified in the Contract for this item; and

29.7.2.7 no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

29.7.3 Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in clauses 28.7.2.1 – 28.7.2.7 above, as applicable. If no rates or process are relevant for the derivation of a new rate or price, it shall be derived from the reasonable cost of executing the Work, together with reasonable profit, taking into account other relevant matters.

29.8 Omissions

29.8.1 Whenever the omission of any Work forms part (or all) of a variation, the value of which has not been agreed, if:

29.8.1.1 the Contractor will incur (or has incurred) cost which, if the Work had not been omitted, would have been deemed to be covered by a sum forming part of the accepted Contract Value.

29.8.1.2 the omission of the Work will result (or has resulted) the this sum not forming part of the Contract Value; and



29.8.1.3 this cost is not deemed to be included in the evaluation of any substituted work;

then the Contractor shall give notice to the Company representative accordingly, with supporting particulars. Upon receiving this notice, the Company representative shall proceed to determine the cost, which shall be included in the Contract Value.

29.9 Service Measurements

- 29.9.1 A quality check in respect of the Service may be undertaken by the Company. Any Work found not to be in accordance with this Contract (including the Scope of Work, Specifications, standards, these Conditions and/or the Purchase Order(s)), will not be paid for by the Company.
- 29.9.2 Progress and quality of Work spot checks may be carried out by the Company, in the sole discretion of the Company, in order to determine if the Contractor has been adhering to the provisions of this Contract. In this regard the Contractor agrees to comply with all reasonable requests of the Company to enable the Company to effectively conduct such spot checks.
- 29.9.3 The Contractor shall maintain all formal documentation, certificates and registers for the Service rendered to the Company in accordance with the Applicable Laws. The Contractor shall also keep complete records of the Service rendered by the Contractor as prescribed by the Company's standards.
- 29.9.4 The Contractor shall accept full responsibility for the due and proper discharge of the Service in accordance with the provisions of this Contract (including the Scope of Work, Specifications, standards, these Conditions and/or the Purchase Order), without compromising the security of its Personnel, and all or any of its operations, nor that of any other person who may be affected by the Contractor's undertakings in terms of this Contract.
- 29.9.5 The Contractor shall render the Service in a reasonably economical manner without compromising the suitability, quality and security thereof.
- 29.9.6 The Contractor shall provide and maintain all equipment, material and transport necessary to perform its obligations in terms of this Contract.
- 29.9.7 Where the Company provides the Contractor with any equipment and/or infrastructure necessary to render the Services, then the Contractor shall be responsible to exercise all reasonable diligence and care in using such equipment and/or infrastructure, at all times. Any damage sustained to the equipment and/or infrastructure shall be reckoned in terms of clause 10 (*Indemnity*).



- 29.9.8 The Contractor shall be responsible for maintaining its working place in a neat, tidy and safe condition.
- 29.9.9 The Contractor shall immediately inform the Company's relevant personnel of any defects, incidents and damage to property; in particular, but not limited to, those arising out of and in connection with the provisions of the Service in terms of this Contract.

30. COVENANTS

- 30.1 The Contractor hereby undertakes to:
- 30.1.1 have all required resources, authorities, licences, permissions, capabilities and expertise to render the Service, as contemplated in this Contract (including the Scope of Work, Specifications, standards and/or these Conditions) and the Purchase Order;
 - 30.1.2 have the expertise and skill to render the Service and will meet the operational requirements of the Company;
 - 30.1.3 have suitable contingency plans in place to attend to emergency situations, directly affecting the Contractor's ability to perform in terms of this Contract, without hindering the execution of the Service; and
 - 30.1.4 have the power, authority and legal right to conclude and perform under this Contract.

31. SPECIFIC OBLIGATIONS OF THE CONTRACTOR

- 31.1 The specific obligations of the Contractor shall include the following in relation to the Service:
- 31.1.1 ensure that all material and data requested by the Company pursuant to this Contract is prepared:
 - 31.1.1.1 in a commercial, prudent and reasonable manner;
 - 31.1.1.2 in accordance with suitable and appropriate methods and practices;
 - 31.1.1.3 with a high degree of professional skill, care and diligence that may reasonably be expected of a skilled, professional person, suitably qualified and experienced, in the supply of the Goods and/or Service similar to the Work; and
 - 31.1.1.4 in a manner that could reasonably be expected to protect the interest of the Company in discharging its responsibilities under any law,



regulatory requirement or any industry or other code of conduct applicable to the Work,

- 31.1.2 to the extent reasonably possible, keep accurate records for the purposes of demonstrating compliance with the requirements stipulated in this Contract;
- 31.1.3 execute the Service without compromising the security, safety or integrity of any individuals (including the Personnel) as well as the Company or any of its operations;
- 31.1.4 furnish the General Manager with such information, returns and documentation with regard to the Service, as he may reasonably require;

32. GENERAL HEALTH AND SAFETY

32.1 Safety, Health and Security Management

- 32.1.1 The Contractor shall provide a dedicated safety officer, for the duration of the Service, for every 50 (fifty) Personnel on Site, and where deemed necessary and in the sole discretion of the Company.
- 32.1.2 To the extent that the files are not legally privileged, the Contractor shall furnish the Company with all mine health and safety management and security management files at a predetermined hand-over meeting which can be upon termination or expiry of the Contract or otherwise. These files shall address the following activities:
 - 32.1.2.1 legal appointment of responsible persons, including the dedicated safety officer;
 - 32.1.2.2 all compliance with relevant Applicable Laws;
 - 32.1.2.3 clear Scope of Work, including a method statement;
 - 32.1.2.4 list of equipment or an equipment schedule with a relevant checklist;
 - 32.1.2.5 quality control plan;
 - 32.1.2.6 organogram (names and appointments);
 - 32.1.2.7 proof of competency of the Personnel to, *inter alia*, perform the Work.
- 32.1.3 In addition, the Contractor shall furnish the Company with the following:

32.1.3.1 proof of medical fitness certificates and attendance of induction courses of all Personnel;

32.1.3.2 necessary procedures prior to establishing Site;

32.1.3.3 a letter of good standing,

32.1.3.4 health and safety plan;

32.1.3.5 the current health and safety records including provision of all safety statistics for the preceding 3 (three) years on a 12 (twelve) month rolling average period; and

32.1.3.6 the necessary baseline risk assessment.

32.1.4 The mine health and safety management and security management files will be maintained on Site and updated at Site progress meetings to record and document activities and incidents.

32.2 Safety, Risk Assessment and Induction Training

The Contractor shall adhere to all of the Company's safety procedures and shall execute all Work on Site according to the Company's safety procedures and safety programmes. The Contractor shall attend all safety training and risk assessment courses arranged by the Company. Should the Contractor fail to attend any such courses, the Contractor shall be liable to the Company for any reasonable costs incurred by the Company in arranging such a training and risk assessment course.

32.3 Medical Fitness

32.3.1 All of the Contractor's Personnel shall attend an entry, periodic and exit medical examination by the Company's approved medical practitioner at the Company's hospital, prior to commencing Work on Site, during the term of the Work and upon completion of the Work. All medical surveillance examinations shall be conducted by competent medical practitioners at the Company's hospital. All medical surveillance examinations not conducted by approved medical practitioners at the Company's hospital will not be accepted unless approved by the Company's medical practitioner.

32.3.2 Should any of the Contractor's Personnel fail to pass or undergo the medical examination, such person shall be removed from the Site and the pre-employment medical cost charges will be for the Contractor's own account.

32.3.3 The Company shall not bear the costs in connection with such medical examinations for the Contractor's Personnel as well as annual medical check-ups and exit medicals. Should the Contractor replace any of its Personnel, the

Contractor shall bear the cost in connection with any requisite medical examination(s) in respect of such replacement Personnel.

- 32.3.4 Should any of the Contractor's Personnel acquire any occupational illness, infectious disease or injury, including but not limited to assault and pulmonary tuberculosis during the course of the Service, the Contractor is required to notify the Company's occupational hygienist immediately.
- 32.3.5 Once an occupational disease has been diagnosed at a recognized hospital, it will be the responsibility of the Contractor to submit such claims to the relevant compensation authority, or provide the Company's occupational medical practitioner with the required documents for submission.
- 32.3.6 Should any of the Contractor's Personnel become ill or injured on Site, during the duration of this Contract, the Contractor will arrange emergency medical assistance and/or hospital services, as may be deemed necessary in the sole discretion of the Contractor, including transportation by ambulance. The Contractor shall bear all costs related to any expenses so incurred, whether same relates to the medical treatment, emergency transportation or hospitalisation of its Personnel, or otherwise.

32.4 Access Permits

The Company shall issue the Contractor's Personnel with access permits, as per the numbers submitted by the Contractor in its initial tender or quote. The Company shall bear the costs of the initial issue of access permits where after the Contractor shall bear the cost in relation to any additional or replacement permits. Should the Contractor replace any of its Personnel, the Contractor shall bear the cost in connection with the issuing of any access permits in respect of such replacement Personnel.

32.5 Personal Protective Equipment

- 32.5.1 The Contractor shall provide to the Personnel the following personal protective equipment ("PPE"): overalls, protective hard hats, fall arrest as well as other protective safety clothing and equipment including but not limited to safety boots, gloves, glasses/goggles, masks and hearing protection. The PPE shall be manufactured to the Company's current safety standards and in accordance with legislation. The Contractor shall ensure that its Personnel wear the necessary PPE in, on and around the Site where the Service is provided.
- 32.5.2 The Contractor shall bear the costs of the initial supply and issue of PPE as well as the annual replacement thereof. The Contractor shall bear the cost in relation to any additional or replacement as well as damaged or lost PPE, which may be required by the Personnel, for standardisation purposes.

32.5.3 Where PPE has been worn down as a result of normal wear and tear prior to the annual replacement thereof, the Contractor will bear the costs of the replacement of such PPE.

32.5.4 Any extras or specific requirements outside the Company's Code of Practice for Personal Protective Equipment shall be provided by the Contractor and shall be for the Contractor's account.

32.6 Site Offices

32.6.1 The establishment of any Site office by the Contractor on the Site must be approved by the General Manager or representative of the General Manager in consultation with the responsible safety, health and environmental managers prior to its establishment.

32.6.2 The Site office must be established, maintained and vacated according to the Company's requirements and in accordance with a plan provided to the Contractor.

32.6.3 Should the Contractor receive notice to vacate the Site office on the expiry or termination of this Contract, or any portion thereof, the Site office must be vacated and closed-out in accordance with the requirements and the plan provided to the Contractor.

32.6.4 The Company shall conduct a Site closeout inspection prior to the Contractor vacating the Site office. A close-out document shall be signed off by the Company's safety, health and environmental official. Should the Contractor fail to sign the close-out document, the Contractor will be held liable for any costs incurred by the Company to return the Site to its original condition.

32.7 Zero Harm

32.7.1 The Contractor acknowledges and agrees that the Company has implemented a policy of "zero harm" in the workplace, namely the HSEQ Policy, and further undertakes to adhere fully to the provisions of this policy. Consequently, the Contractor acknowledges that it is responsible for ensuring that the undertakings made by the Contractor in this Contract regarding safety, health and the environment, are adhered to by each person entering the Site as a result of such person's association with the Contractor ("**Individual**").

32.7.2 Specifically, the Contractor undertakes that the Contractor as well as each Individual shall:

32.7.2.1 at all times strictly adhere to all Applicable Laws, all guidelines, policies, procedures and codes of practice of the Company, the provisions of this Contract (where applicable) and the reasonable directions of any supervisor or safety officer and the protection of the environment;



- 32.7.2.2 demonstrate and implement a personal awareness of and commitment to safety, health and the environment and the Company's policy of "zero harm" in all his/her/its activities on the Site;
 - 32.7.2.3 exercise reasonable care to protect and promote as well as co-operate at all times in building a culture of uncompromising dedication to preserving (i) the safety, health and wellbeing of anyone who may from time to time be on the Site and (ii) the environment on the Site; and
 - 32.7.2.4 where applicable, personally promote and pursue safe, healthy and environmentally sound working practices on the Site.
- 32.7.3 The Contractor acknowledges that the Contractor shall, at its own cost, be responsible for the disposal of any waste generated by its activities on the Site and shall leave the Site in a safe, clean and tidy condition.

33. TRAINING OF PERSONNEL

- 33.1 The Contractor shall ensure that prior to the commencement of the Services which are to be performed at the Company's Site, its Personnel shall undergo induction training at the Company's training centre and the induction training shall include Site-specific induction.

The Company shall bear the costs in connection with such induction for the Contractor's Personnel (whom have been specified in the Contractor's initial tender or quote). Should the Contractor replace any of its Personnel, the Contractor shall bear the cost in connection with any requisite induction in respect of such replacement Personnel.

33.2 Certificate of Skills

- 33.2.1 All Personnel must have a valid certificate of skills and qualifications relevant to the Service to be performed (from an accredited training provider).
- 33.2.2 Should the Contractor fail to produce the relevant proof of training documentation, a competency assessment shall be done by the Company and depending on the results, the Personnel applicable shall then be expected to be trained/retrained.

34. VETTING BY THE COMPANY'S SECURITY

- 34.1 All of the Contractor's Personnel shall be vetted by the Company's security department prior to them being appointed to the Site. For the avoidance of doubt, such vetting process shall require the disclosure by all of the Contractor's Personnel of their personal information, which information shall be kept strictly confidential.



- 34.2 The Contractor undertakes to process the personal information of its Personnel and only to the extent necessary to discharge the Company's obligations and the performance of its functions within the prescripts of the law.
- 34.3 The Contractor acknowledges that the collection of personal information is both necessary and requisite as a legal obligation, which falls within the scope of execution of the legal functions of the Company.
- 34.4 The Contractor therefore irrevocably and unconditionally agrees that:
- 34.4.1 it has obtained consent from its Personnel for the disseminating of their respective personal information to the Company;
 - 34.4.2 it has notified its Personnel of the purpose and reasons for the collection and processing of their personal information in so far as it relates to the discharge of the Company's obligations and the performance of the Company's functions as required by law; and
 - 34.4.3 it consents and authorises the Company to undertake the collection and processing of the Contractor's Personnel's personal information, for the purpose of securing and facilitating the Contractor's agreement with the Company.

35. INDUSTRIAL RELATIONS

- 35.1 The Contractor shall comply with all applicable labour-related and industrial relations legislation.
- 35.2 The Contractor shall take all reasonable precautions to prevent any unlawful, riotous, and/or disorderly conduct by its Personnel. The Contractor shall be liable for the payment of all damage or loss resulting from a failure to take such reasonable precautions.

36. LABOUR COMPLEMENT

- 36.1 The Contractor shall be required to provide a breakdown of the details of all Personnel required in order to render the Services, as contemplated in this Contract.
- 36.2 Should the Contractor be required, for any reason whatsoever, to revise the labour complement list provided, then the Contractor shall first be required to submit a formal request to the Company's duly authorised representative upon which the duly authorised representative will obtain the required approval from the Company's human resources department for review and consideration.
- 36.3 The request must include the names of all Personnel to be removed or included from the labour complement list, their respective designations and a short motivation as to the reason for their removal or appointment.



- 36.4 No changes to the labour complement list shall be permitted, unless prior written approval has been obtained jointly from the Company's duly authorised representative as well as the Company's human resources department. Once such request has been approved, all relevant documentation must be submitted to the Company authorized representative.

37. LOCAL LABOUR

- 37.1 The Contractor shall employ Personnel that are 100% (one hundred percent) local citizens of Tanzania.



2C: PARTICULAR CONDITIONS OF CONTRACT

The following Particular Conditions of Contract add to, vary or otherwise amend the Williamson Diamonds Limited General Terms and Conditions of Contract.

AMENDMENTS TO THE CURRENT GENERAL TERMS & CONDITIONS OF CONTRACT:

Clause 1.2 Definitions

To add the following definitions:

- 1.2.42 "**Company Instruction**" shall mean for the purpose of the Contract, a Call Off, or special instruction as issued by the Company.
- 1.2.43 "**Company Personnel**" shall mean any person for on behalf of the Company.
- 1.2.44 "**Assigned Personnel**" shall mean the members of Contractor Personnel providing Services under this Contract on a dedicated basis.
- 1.2.45 "**General Orders**" shall mean instructions, directives and guidelines that apply to all Contractor's Personnel.
- 1.2.46 "**Guard**" shall mean a Contractor's employee who performs routine Guard Services for the protection of Company facilities and Company Personnel.
- 1.2.47 "**Muster**" shall mean the assembling of the Guard force in a single location.
- 1.2.48 "**Post**" shall refer to a site or location where a Guard is assigned for a specific period of time to perform prescribed functions. One location may have more than one Guard Post. Thus, one site, such as an access point for Company, could have several Guards assigned during the same time. The number of Guard Posts, therefore, may not be the same as the number of Guards required to staff that post.
- 1.2.49 "**Post Orders**" are detailed instructions to Contractor Personnel assigned to a specific Guard Post.
- 1.2.50 "**Quick Response Team (QRT)**" shall refer to the Contractor Personnel and vehicle owned or leased by Contractor for exclusive Company use that shall be utilized to respond in the event of an emergency. The QRT's primary tasks is to respond to emergencies that could include protests, home invasions, response to intruders on or inside Company properties, and traffic accident management.
- 1.2.51 "**Mine Chief Security Manager**" Refers to the Company Security Manager or his designated security representative, the Security Advisor or Security Liaison.
- 1.2.52 "**Project Manager (Area Manager)**" shall be the senior Assigned Personnel of the Contractor responsible for managing the overall delivery of the Services.



- 1.2.53 "Shift Supervisor" shall be the Assigned Personnel whose duty is to supervise Guards on a specific shift or at a specific facility.
- 1.2.54 "Standard Services" shall include security consultancy, Guard Services, and Emergency Services.
- 1.2.55 "Unmanned Post" is considered an Unmanned Post when it is either vacant during normal Post hours for Guard coverage or when a Guard on duty is found sleeping, not qualified or has not been approved by Company, or exceeds the maximum working hours without Security Manager approval.
- 1.2.56 "Key Personnel" Members of Assigned Personnel who occupy key positions and are subject to additional requirements relating to substitution and individual approvals of the Security Manager.

Clause 6 Invoice and Remuneration

To add the following to the end of clause 6.2:

- 6.2.1 The Contractor shall at all times invoice according to **Annexure B (Schedule of Rates / Bill of Quantity)**.
- 6.2.2 Invoices must be submitted to the following Company representatives: [Ass. Mine Chief Security Manager]

ADDITIONAL CLAUSES TO THE GENERAL TERMS & CONDITIONS OF CONTRACT:

51. General and Post Orders

- 51.1. The General Orders provide directions and instructions of general application to the Assigned Personnel. Post Orders provide detailed instructions to the Contractor Personnel assigned to a specific Guard Post. The Contractor shall ensure that the Assigned Personnel are complying with these orders. These orders shall not be modified or revised without the written authority of the Security Manager.
- 51.2. The Contractor may suggest changes to the General Orders and Post Orders within the scope of the Contract. All changes and revisions to the Orders shall be requested in writing and modified only upon Security Manager's approval and publication. The Contractor may submit to the Security Manager any suggested changes to the orders. Post Orders documents shall be version controlled and a copy of latest set of Post Orders shall be retained by the Contractor project manager and Security Manager.
- 51.3. All Post Orders shall be provided to the Contractor in English. The Contractor shall be responsible for translating both General Orders and Post Guard Orders into Swahili. The Contractor shall maintain a copy of the General Orders and be responsible for producing the respective Post Orders in both English and Swahili and maintaining the Post and General Orders at each designated Post listed in (The relevant Company Instruction). Also the Contractor shall ensure that within 48 (forty Eight) hours of receipt or agreed change, all updates and revisions to Post Orders and General Orders (Annexure D) are distributed to the appropriate Post or Posts.



52. Contingency Plan

The Contractor shall develop a Contingency Plan. The Contingency Plan shall address how the Contractor shall deal with situations caused by direct labour personnel, including but not limited to employee illness, employee family emergency, strikes, labour unrest, and disruption of operations. The Contingency Plan shall describe what management techniques shall be used to stay aware of and deal with disgruntled or unhappy personnel, or labour actions. Furthermore describe what procedures shall be in place to deal with anticipated and unanticipated strikes, work slowdowns, organized failure of the Contractor Personnel to report for shift changes, or failure of employees to report for shift changes due to illness, family emergency, or failure of the transportation system. The Contractor shall submit a preliminary plan at the Contract Conference Meeting and final Contingency Plan reflecting any revisions or changes to the preliminary Contingency Plan within 10-calendar days after the Commencement Date. The Company shall approve any changes shown in the Final Contingency Plan within 10 (ten) calendar days of receipt.

53. Transition Plans

53.1. The Contractor shall submit a Preliminary Transition Plan before Commencement Date. The Contractor shall submit a Final Transition Plan reflecting any revisions or changes to the Preliminary Transition Plan not later than 30 (thirty) days after the Commencement Date. For any proposed revisions to the Contractor's Preliminary Transition Plan shall allotted transition timeframe, the Company shall have final approval and provide any changes to the Final Transition Plan within 10 (ten) calendar days of receipt.

53.2. Phase-in

The Contractor shall assume full responsibility for an orderly phase-in of operations that minimize the impact to the Company. The Company shall make all facilities and equipment cited herein accessible to the Contractor. During the transition period the Contractor shall:

- Complete staffing in accordance with the Contractor's Staffing Plan;
- Submit an Organization Chart with names of Key Contractor Personnel;
- Prepare staffing nomination packages for Security Manager review;
- Develop Training program and conduct the required basic training (Annexure F);
- Acquire all necessary equipment, licenses, permits, and insurance;
- Participate in a preliminary joint inventory of all the Company unfurnished Property;
- Schedule and complete the GTS and metal detection training;

In the interests of continuity of employment and motivation, to minimize disruption to service, and subject to the to the satisfactory performance of currently employed individuals, the Contractor may offer an opportunity of employment to portion of the existing contracted personnel in, particularly those personnel who have been assessed by the Company to have performed satisfactorily and effectively. The Contractor will ensure that the pay and benefits package offered to such Personnel are at least equal to, if not greater than their pay and benefits previously received from their previous employer.

53.3. Phase-out

At the end of the Contract in the event the Contractor is not awarded a Contract Extension, the Contractor shall, within 30 (thirty) calendar days of notice by Company, develop a Phase-Out Plan for the orderly transition of the operations. The Phase-Out Plan shall be due to the Security Manager within 10 (ten) business days following termination of the 30 (thirty) calendar-day development period described above.

The Contractor phase-out procedures shall not disrupt or adversely affect the day-to-day operations of the Company and shall result in a smooth and orderly transfer of responsibility to the successor. The Phase-Out Plan shall include when the Contractor Personnel and training records shall be made available for the new Contractor to review and facilitate offering the Right of First Refusal for all the Contractor Personnel. Additionally, the plan shall have a schedule for recalibration of any Contractor provided communication equipment not retained by the Company to ensure the frequency has been changed from the Company's frequency.

The incumbent shall ensure transition is accomplished without difficulty until the new Contractor can fully provide the Services under the Contract, which must be continued without interruption. Any failure to fully implement the CSO, including attendance at all scheduled meetings and timely submission of all required documents, may result in a negative past performance evaluation and unfavourable responsibility determination.

53.4. Completion of transition plan

The Final Transition Plan shall be discussed prior to the Commencement Date with Company providing input and recommendations to the Contractor. The Contractor shall submit a Final Transition Plan reflecting any revisions or changes to the Preliminary Transition Plan not later than 15 (fifteen) days prior to the Commencement Date.

53.5. Takeover

The Company prefers that the Contractor begin full performance of the Contract requirements on a specific changeover date. If a phased take-over is required, the Company shall pay only for hours provided and accepted. Failure of the Contractor to complete transition either within 30 (thirty) days after the Commencement Date or stated in the Contract, is grounds for termination of the Contract for default.

53.6. Phased takeover

The Company prefers that the Contractor begin full performance of the Contract requirements on a specific changeover date. If a phased take-over is required, the Company shall pay only for hours provided and accepted. Failure of the Contractor to complete transition either within 90 (ninety) days after Commencement Date or by the designated start date, whichever is later, is grounds for termination of the Contract for default.

54. Prior to Contract Commencement

The Contractor shall be required to present a transition plan prior to the Commencement Date. The Company shall also require various planning documents including but not limited to, the Organization Chart, Contingency Plan, HSE Plan, and RUF procedures for review to ensure the documents are to a standard acceptable to the Company prior to the Commencement Date.

55. Defective Performance

- 55.1. The Contractor shall immediately inform company if it identifies or is made aware of any Defect in the Services at any time during the performance of the services or during the Defects Liability Period and shall forthwith provide the Company with all information and/or documentation necessary or as required by company to assess the extent and impact of such defect on the contract.

- 55.2. If the Company identifies or is made aware of any Defect in the Services at any time during the performance of the services or during the defects liability period, the Company may give notice thereof to contractor. Following receipt of such notice, or at such other time as reasonably required by Company to comply with company's operational requirements, the Contractor shall forthwith remedy such defect at its own cost by carrying out all work necessary to rectify the defective services.
- 55.3. Upon compliance by Contractor with its obligations under clause 55.2 in respect of the defects liability period, a new defects liability period shall apply from the date of completion of such rectification and the provisions of this clause 55 shall apply to such rectified Services for the new defects liability period.
- 55.4. If the Contractor fails to comply with its obligations under clause 2.7 of Annexure A, the Company shall be entitled to have Contractor's obligations under such clause performed by others and to recover all costs reasonably incurred by Company in connection therewith either directly from contractor or by deducting such costs from any monies due or which become due to Contractor.
- 55.5. The Contractor's financial liability in respect of any costs incurred by company pursuant to clause 55.4 as a result of Contractor's failure to rectify defective services during the Defects Liability Period shall be limited to a sum not greater than one 150% (hundred and fifty percent) of the Call Off Price.

56. Extension of Time

- 56.1. Should it become apparent that Contractor has been, is being or is likely to be delayed in: (a) commencing the Services on the Commencement Date; or (b) achieving completion of the Services by the scheduled Completion Date, Contractor shall promptly give notice to Company of the cause of the delay together with details of all factors affecting such delay and an estimate of the length of the delay.
- 56.2. If, following receipt of a notice under Clause 55.1, The Company considers that the Contractor has been, is being or is likely to be delayed and that such delay is by reason of: (a) any suspension instructed by the Company due to the right to audit the Contractor, except where it was instructed for a reason falling or deemed to fall within its right to audit the Contractor (a) or (b); (b) any Force Majeure Event notified in accordance with Clause 11; (c) any delay by the Company (Company Provided Items); or (d) any other breach of the Contract or any prevention, whether by act or omission, directly attributable to the Company, then Company shall grant such extension of time to the relevant date as Company considers reasonable in all the circumstances.
- 56.3. The Contractor shall at all times prevent, avoid, overcome or minimize any delay in: (a) commencing the Services on the Commencement Date; or (b) achieving completion of the Services by the Scheduled Completion Date, and shall take all measures as may be required at no expense to Company (except in cases of breach or prevention on part of Company) to proceed with the Contract.

57. Company Provided Items

- 57.1. Any item of property including but not limited to equipment, machinery or apparatus provided by the Company to any member of the Contractor for the performance of the Services shall: (a) be and remain the property of Company; (b) be clearly identified and



marked by Contractor as "the property of WDL" or in such other manner as the Company may require; and (c) be separately stored, safeguarded and maintained in good working order and condition by the Contractor, and the Contractor shall keep all records as the Company may require in respect of such item.

- 57.2. Except to the extent of any fair wear and tear, the Contractor shall reimburse The Company in respect of any loss of or damage to any item which occurs whilst such item is in the custody or control of any member of Contractor.
- 57.3. Following a request from the Company in respect of any item provided by the Company, the Contractor shall forthwith return any such item to Company provided that the item is no longer required for the performance of the Services.



SECTION 3: ANNEXURES

ANNEXURE A: SCOPE OF WORK

The Scope of Work includes the provision of security consultancy, guard Services, and emergency Services as specified in this Contract or as requested by the Security Manager.

BACKGROUND

The primary mission of the Scope of Work includes a Guard Force to protect Company assets and Company Personnel, facilities, and equipment from damage or loss at the Company's Site, Mwadui in Shinyanga. The Guard force is one component of the Company security apparatus and complements other physical protection, and procedural security systems. The Guard Force Services shall prevent unauthorized access; protect life; maintain order; deter criminal attacks against employees, spouses, direct contractors, and prevent the theft or damage to Company property.

RESPONSIBILITIES OF PARTIES

The Parties' responsibilities with respect to the execution of the Work is set forth as follows:

1. Contractor's Responsibilities

The Contractor's responsibilities, as pertains to the Contract, entails the following:

Security Consultancy

- 1.1. The Contractor shall provide the following security consultancy Services:
 - 1.1.1. Plan, manage, implement and deliver security mitigation measures;
 - 1.1.2. Plan security Services for Site Operations in Mwadui-Tanzania;
 - 1.1.3. Provide or source routine, current, and local security information, written and oral reports concerning crime, threats, trends and other related information to help inform a threat led security posture;
 - 1.1.4. Conduct and deliver at short-notice, in-country professional, detailed Security Threat and Risk Assessments in accordance with Company security standards;
 - 1.1.5. Assistance with the development, production and implementation of the Company's security operating procedures and plans, including journey management and incident/emergency response/contingency planning in accordance with the Company Standards;



- 1.1.6. Delivery with short notice, experts who have ability to conduct security consultancy tasks as requested;
- 1.1.7. Provide physical protections systems on-call specialist advice and/or support to Company related to security operations on and as required basis. Only Company approved and vetted subcontractors may be utilized;
- 1.1.8. Conduct investigations into a full range of security related incidents.

Guard Services

- 1.2. The Contractor shall be required to provide standard and emergency Guard Services;
- 1.3. The Contractor shall maintain a sufficient number of trained and qualified Assigned Personnel in order to meet the required hours of operation for each Post. The Standard Guard Services are set out in Annexure J.
- 1.4. The Contractor's Guard Services shall act as an early warning signal to the Company and Security Manager;
- 1.5. The Contractor shall ensure that the Guard Service / Contractor's Personnel comply fully with the Terms and Conditions contained in this Agreement and Purchase Orders;
- 1.6. In addition to the fixed Posts, mobile patrols shall also be provided by the Contractor as contained in, Annexure E and the applicable Company Instruction. In doing patrols, the Contractor shall co-operate with the local police.
- 1.7.

Emergency Services

- 1.8. The requirement for temporary emergency Services may stem for such things as a (VIP) visitor for the Company, information indicating a possible terrorist attack, or change in threat environment. These changes form the basis for on-going analysis and review of the structure and location of Posts as well as the level of security in effect;
- 1.9. The Company may in short notice increase or decrease Posts based on risk, within 24 (twenty four) hours;
- 1.10. The Contractor shall have the capacity to fulfil the emergency Posts staffing. The Contractor's Personnel assigned to the emergency Services are considered to be temporary and not subject to all Assigned Personnel requirements.
- 1.11. The Security Manager may orally request emergency Services, but the Security Manager shall confirm any oral request for emergency Services in a Company Instruction within 24 (twenty four) hours of the oral request;
- 1.12. The Contractor shall obtain the Security Manager's approval for reimbursement of any non-expendable equipment or expendable supplies to be supplied by the Contractor related to the emergency Services;



- 1.13. The Contractor shall document request for emergency Services by confirming in writing the emergency request, and receiving a written acknowledgement for the specific service from the Security Manager.

Requirements

- 1.14. For standard and emergency Services, the Contractor's training requirements are outlined in Annexure F and H and Personnel and conduct requirements are in Annexure G, J and K.
- 1.15. The Contractor shall provide both basic and annual re-certification training at no additional cost to Company. The Contractor Personnel are prohibited from providing Guard Services if they have not successfully completed basic and/or annual re-certification training;
- 1.16. Annual recertification training shall include any new material bearing on the performance of the Guards that is deemed necessary by the Contractor and the Security Manager;
- 1.17. The Contractor is required to subject its Guard and supervisory Contractor Personnel to the Company's approval prior to posting based on Annexure E, F, G and I.

Specific Tasks

- 1.18. In Performing these standard or emergency Services the Contractor shall be required to control access to the facilities within the Special Mining License-SML, protect human life, maintain order, and respond to and resist attacks against the Company's Personnel, visitors, and families.
- 1.19. The Contractor shall provide roving foot and vehicle patrols of the Company's facilities or compounds as per the Post Orders and Post listing in Annexure E.
- 1.20. The Contractor shall be responsible for responding to intruder alerts, notifying the Security Manager and following instructions in Annexure D.
- 1.21. The following are specific standard Services tasks the Contractor is expected to perform:

1.21.1. Entry Control

- 1.21.1.1. The Contractor shall screen personnel, vehicles, and packages before allowing entry into areas designated by the Security Manager, including but not limited to office buildings, facilities, and residences.
- 1.21.1.2. This screening shall serve to deter and intercept unauthorized personnel, vehicles and packages.
- 1.21.1.3. The Contractor shall immediately report all serious or unexpected incidents as defined in Post Orders and Annexure D.



1.21.2. Office, facility and building access control

1.21.2.1. The Contractor shall question, intercept and identify visitors outside buildings, facilities, and Company premises.

1.21.2.2. Guards shall screen visitor identification and reason for requesting access. The Guards as directed may be required to screen visitors and their possessions using the access control equipment to detect the presence of weapons or other prohibited items.

1.21.3. Operating access control system

1.21.3.1. The Contractor shall provide the Contractor's Personnel to operate the access control software and hardware (where applicable). The specific Posts with operating responsibilities are set forth in Post Orders and The relevant Company Instruction.

1.21.3.2. The Company shall assist in providing the initial and refresher training to Contractor Personnel operating the equipment.

1.21.4. Metal detection scanners

1.21.4.1. The Assigned Personnel of the Contractor that may utilize the equipment shall be adequately and properly trained.

1.21.4.2. The Posts are set forth in the relevant Company Instruction. The Company shall assist with the initial and refresher training to Assigned Personnel operating the equipment.

1.21.5. Residential access control

1.21.5.1. The Contractor shall screen, identify and maintain a log of workers and visitors entering the residences compounds. Guards shall also screen vehicles. Guards shall deny visitors whose arrival is not expected at the entrance until cleared by authorized personnel inside the residence or the Security Manager as per the detailed Post Orders and Annexure D.

1.21.6. Vehicular access control

- 1.21.6.1. The Contractor shall screen and examine all Company, commercial, and authorized visitor vehicles entering a Company facility. Guards shall check all non- Company vehicle passengers for proper identification and authorization and screen the vehicle following the procedures described in Post Orders and Annexure D. Guards shall admit only authorized vehicles.

1.21.7. Inspections

- 1.21.7.1. The Contractor shall physically examine all packages and mail carried by any visitor who seeks access to Company facilities or offices who seek to leave or deliver such packages or mail.
- 1.21.7.2. The Contractor shall maintain a log of all screened packages or mail.
- 1.21.7.3. The Contractor shall also screen any packages entering or leaving the Company premises.
- 1.21.7.4. Guards shall routinely inspect the perimeter of premises and report any suspicious vehicles or personnel near the premises to the Security Manager, security advisor and Contractor in all locations.
- 1.21.7.5. The Contractor shall adhere to the schedules in applicable Post Orders and Annexure D.

1.21.8. Communications

- 1.21.8.1. The Contractor shall conduct a radio check for all Posts at the frequency indicated in the Post Orders and report any non-contacts to the Shift Supervisor; conduct a monthly radio check and provide the results to Security Manager; monitor and operate all Contractor provided radios, GSM telephones, vehicle tracking and landline telephone networks to ensure effective real-time operational situational awareness by the Control Room Contractor Personnel, over all areas of responsibility.



1.21.8.2. The Contractor shall manage all Contractor and Company provided security communication equipment for use on the Contract (See Annexure I),

1.21.8.3. Communication (radios) to be provided by the Contractor. Separate channels for Police and WDL to be programmed and used.

1.21.9. Escort Services

1.21.9.1. The Security Manager will require the Contractor to perform temporary escort Services under special or emergency circumstances. The Security Manager shall state the required duties when such Services are directed. The said service will be executed in the company of Tanzania Police Force.

1.21.10. Logs and records

1.21.10.1. The Contractor shall be required to maintain all logs and records of all Company owned/controlled properties secured by the Contractor and make them available to the Security Manager for immediate inspection upon request.

1.21.10.2. The Contractor shall submit all logs and records in a format mutually agreed to by the Security Manager.

1.21.10.3. The Contractor shall keep any additional logs as instructed by the Security Manager for deliverable reports. All log books when full/complete or at the end of the Contract shall be submitted to the Security Manager office for retention.

1.21.10.4. The Contractor shall adhere to the applicable information in General Orders Annexure D and specific Post Orders.

1.21.11. Operational records control

1.21.11.1. The Contractor shall provide a log for each Post consisting of a bound ledger with lined paper and numbered pages. Every Post shall be provided with a log upon its assumption and the Contractor shall provide instructions for the Posting of each log. All



entries shall be in black ink, except for supervisor entries which shall be in red ink (see Annexure D for other details).

1.21.11.1.1. The Contractor shall provide the Security Manager with official incident reports pertaining to any event involving the Guard force or observations or anomalies detected or experienced by the Guard Force at any Post (The relevant Company Instruction);

1.21.11.1.2. Such reports may include but are not be limited to: procedural security violations; intruders; accidents; suspicious activity; equipment problems; lighting problems; and other incidents either not covered by or contradicting standing orders. All incident reports shall be written or typed and submitted to the Security Manager not more than 12 (twelve) hours after the actual event;

1.21.11.1.3. Serious incidents must be reported to the Security Manager immediately via telephone. The Contractor shall provide incident report forms for recording information regarding any incident at a Post. The Contractor shall submit the design of the incident report form for approval by the Security Manager and received written Security Manager Approval within 20 days of the Effective Date.

1.21.11.1.4. The Contractor shall maintain daily time and attendance records, which may be reviewed by the Security Manager as required. The Contractor shall maintain all operational records for the duration of the Contract, and shall make the records available for review or audit by Security Manager as required.

1.21.12. Security Control room management



1.21.12.1. The Contractor shall operate the Security Control Room (SCR) every day of the year 24 (twenty four) hours a day and perform the following duties:

- 1.21.12.1.1. Supports call outs of Company Personnel as directed by Security Manager and other on duty/on-call Contractor Personnel;
- 1.21.12.1.2. Initiate Incident Management Centre (IMC) activation;
- 1.21.12.1.3. Support and call out the Incident Management Team (IMT) or Emergency Response Team (ERT) upon mobilisation as directed by Security Manager. This includes keeping an updated board of the on duty Contractor Personnel and Duty Manager;
- 1.21.12.1.4. Support to IMT/IMC during the activation and thereafter throughout the period of an incident;
- 1.21.12.1.5. Maintain and submit daily to Company an event operational reporting/logging system for vehicle despatches, radio checks, incidents, or other special events or activities. Summon emergency response Services (Police, ambulance, fire and Contractor provided security response) for Company sponsored visitors.
- 1.21.12.1.6. Provide advice and information to Company Personnel and Company sponsored visitors on a wide-range of security and administrative related issues based on Company provided information and procedures;
- 1.21.12.1.7. Track and monitor all active Security vehicle movements through a combination of despatching, radio/telephonic communications,
- 1.21.12.1.8. Maintain and make available for inspection - Personnel on Board lists, daily Guard staffing



(including Tanzania police and other), and Incident and Radio Logs in Security Operations Room. All documents and the contents therein remain the property of Company and must be made available to Company on demand;

1.21.12.1.9. Respond to intruder surveillance alarm systems provided by Company to protect Company Personnel and assets.

1.21.12.1.10. Effectively manage the access control software (where applicable) and the process of accounting, issuing, and retrieving access control cards including the following:

- Print and issue staff photo identification access cards as instructed by Company;
- Print and issue photo and non-photo contractor and visitor access cards as instructed by Company;
- Retrieve, deactivate and destroy access cards as instructed by Company;
- Account for and audit the access control database every month to remove inactive or no longer valid cards and provide a monthly report of these actions.

1.21.12.1.11. Provide daily and weekly reports in a format as approved by Company;

1.21.12.1.12. Report and track incidents. Investigate and report on incidents, and provide as appropriate pictures and witness statements. Complete written report;

1.21.12.1.13. Provide shift reports in a format as approved by Company.

1.21.12.1.14. Logging of all incidents on the Company's Security Database – Central Information Integration Management System (CiiMS). Training to be provided to the Contractor by the Company.

1.21.13. Guard tour system (GTS) performance management



- 1.21.13.1. The Contractor shall be required to utilize a Guard Tour System (GTS), in performing the Services listed below.
- 1.21.13.2. The Contractor shall be responsible for completing a required number of security checks during each shift. In order to ensure that inspections are maintained at the proper levels.
- 1.21.13.3. The GTS is comprised of a portable hand-held data collection device that records each designated data point along a designated route, completing the required number of visits to each Post throughout the daily/nightly tour.
- 1.21.13.4. The Company shall use GTS for monitoring the quality control of these inspection Services. Posts with GTS responsibilities are annotated in the relevant Company Instruction and the duties described in the Post Orders and in Annexure E. Contractor is responsible for the care and control of the GTS batons and for:
- 1.21.13.4.1. Ensuring responsible Assigned Personnel understands the function of the equipment;
 - 1.21.13.4.2. Ensuring the correct use of the hand-held data collection device;
 - 1.21.13.4.3. Maintaining the integrity of the system;
 - 1.21.13.4.4. Ensuring that designated individuals scan all checkpoints in the route;
 - 1.21.13.4.5. Ensuring the information collected can be computer-generated into reports designed to capture Guard activities and supervisor oversight.
- 1.21.13.5. The Contractor shall provide training to Assigned Personnel who shall be using the system and ensure its continuous utilization;
- 1.21.13.6. The Contractor is responsible for ensuring the correct use of the GTS, ensuring that supervisors scan all identification tags/buttons for the route, verifying the routine but still comply with the specific Post Orders for tour frequency;



1.21.13.7. The Contractor shall submit the designate batons to the security advisor daily or on the first day of work following the weekend or holidays.

1.21.14. Quick response team (QRT) Actions

1.21.14.1. The Contractor shall provide a QRT for rapid response for emergencies to Company Personnel inside Company vehicles, or to Company facilities or Company residences and security support for Company designated events or incidents.

1.21.14.2. The QRT members in a Contractor QRT Vehicle should rapidly but safely conduct all emergency responses and non-emergency responses while operating within the designated area QRT zone in WDL Mwadui. See Annexure H and I for detailed requirements.

1.21.15. Radio Network Control

1.21.15.1. The Contractor shall be responsible for providing designated employees on-duty a hand-held radio capable of operating with Contractor or Company provided radios (See The relevant Company Instruction);

1.21.15.2. The Contractor will be equipped with separate Company Radio with Company frequency, to enable receiving and transmitting in all areas patrolled by the Contractor Personnel and WDL. The Contractor shall be responsible for ensuring that all communications equipment is fully functional and operable 24 hours per day, 7 days per week for the duration of this contract.

Post hours and guards

1.22. A detailed listing of Posts and hours of coverage required, by Guard category, is provided in (The relevant Company Instruction) as a part of this Contract. Contractor shall provide Guards and relief Guard Contractor Personnel for the Posts and Posts hours as specified in the relevant Company Instruction.

1.23. All standard Guards and relief Contractor Personnel Assigned must be approved by the Security Manager, fully qualified and fully-trained (See Annexure F).



- 1.24. Assigned Personnel requirements are outlined in Annexure G and uniforms and equipment requirements in Annexure I and J.

Guard Post Schedule

- 1.25. The Contractor shall prepare and maintain a monthly Guard Post Schedule for all Guard Posts that lists the name of each previously approved Guard to be assigned to each Post for each shift. The Monthly Guard Post Schedule shall show the Post number and location, the name of the Guard assigned, and the shift assigned in terms of hours of the day. In addition, the schedule shall include the hours for the relief Guards as well as their name and Post assignment or rotation schedule;
- 1.26. The Contractor shall daily basis provide the Security Manager and each Assigned Personnel a copy of a shift deployment for Guard Post arising from the Monthly Guard post Schedule.
- 1.27. The Contractor shall ensure that all Contractor Personnel do not work at the same Post every time they go on duty. Contractor shall ensure that an employee works at a different Post, unless specified as "no rotation" Post in specific Post Orders.

Duty Hour Limits

- 1.28. All the Assigned Personnel providing Services under this Contract in the relevant Company Instruction or any update thereof shall be 100% dedicated to the Contract and shall not be permitted to work for any other Contractor client at any time save for (MMP and Caspian);
- 1.29. Duty hours must not in any event other than an emergency exceed maximum working hours according to the Employment and Labour Relations Act (ELRA) CAP 366 R.E 2019 irrespective of industry practice;
- 1.30. A six day work week shall be the norm for Guards. No Assigned Personnel shall be on scheduled duty for more than 12 (twelve) consecutive hours in a 24 (twenty four) hour period.
- 1.31. The Contractor shall ensure that Assigned Personnel shall receive at least the minimum paid and/or unpaid break time according to the ELRA.
- 1.32. The minimum Contract requirement for paid break time is that Contractor shall provide a 60 (sixty minute break once during every 12 (twelve) hour period of duty.
- 1.33. The Contractor is also responsible for ensuring water and insect repellent is provided for all Contractor Personnel whilst on duty.

Relief Guards

- 1.34. Relief Guards shall be used to allow for comfort, personal needs, stress, meals, or other required or requested absences from a Guard's assigned Post.



- 1.35. Relief Contractor Personnel shall be at the same category of position as specified in the relevant Company Instruction.
- 1.36. Relief Contractor Personnel are not required for Supervisors or the Quick Response Team Contractor Personnel.

Organization chart and employee listing

- 1.37. The organization chart and employee listing
 - 1.37.1. The Contractor shall maintain an up-to-date organization chart that includes the names of all supervisors, shift organization for each Post, and a listing of all current Contractor Personnel by name.
 - 1.37.2. A current Contractor Personnel listing shall be provided with each monthly invoice and include names, ID numbers, and date of assignment to the Contract or other information as required by the Security Manager.
- 1.38. The contract organization chart
 - 1.38.1. The Contractor shall also provide at the start of the Contract a corporate organizational chart that depicts how this Contract fits into the overall corporate structure. The organizational chart shall include the names, e-mail addresses and telephone numbers for all layers of management that preside over the division or organization directly responsible for performance of this Contract.
 - 1.38.2. The Contractor shall submit any changes to the corporate organizational chart to the Company upon occurrence.

Supervision

- 1.39. Inspections
 - 1.39.1. The Contractor shall provide adequate on-site supervision of all Contractor Personnel and inspection of Contractor Personnel in accordance with Posts Orders and Annexure E and F. The Contractor's Shift Supervisor shall inspect each Post during daylight hours at least three and four times during night hours and as directed by the Security Manager. This inspection shall assure that:
 - 1.39.1.1. The Post is properly manned and equipped;



- 1.39.1.2. All Guard and security equipment is accounted for and operational;
- 1.39.1.3. The assigned Guard is fully familiar with the General Orders and Post Orders; and
- 1.39.1.4. The Post logbooks are properly maintained

1.40. Musters

- 1.40.1. The Contractor shall conduct a Muster of Guards going on duty for purposes of attendance, inspection for proper uniform, review of current security problems, special instructions, and training for locations with three Contractor Personnel or more, or unless waived by the Security Manager.
- 1.40.2. The time required for this Muster is in addition to that required to provide a timely relief for Guards on Post. Contractor shall provide this muster at no additional charge.

1.41. Organisation structure

- 1.41.1. The Project Manager (PM) /Area Manager
 - 1.41.1.1. The organizational structure of Guard Services consists of staff led by a PM. The PM shall manage Contractor's workforce and be Contractor's liaison with Company.
 - 1.41.1.2. The PM shall be available 24 (twenty four) hours per day, 7 (seven) days per week to receive and implement orders or special instructions from the Company or Security Manager.
 - 1.41.1.3. The PM position is a key position and is staffed in accordance with the requirements described in Annexure H. The PM position is not included in the relevant Company Instruction.
- 1.41.2. Site Commander/Shift Supervisor
 - 1.41.2.1. A shift supervisor shall be on duty in each location 24 (twenty-four) hours a day, 7 (seven) days a week.
 - 1.41.2.2. The function of the supervisor is to supervise all Guard Contractor Personnel assigned during the shift for each respective location.



1.41.2.3. Reporting to the Shift Supervisor are the Supervisors for the SCR and the Quick Response Team. Supervisory positions are listed in the relevant Company Instruction.

1.41.3. Posts

1.41.3.1. Refer to the relevant Company Instruction.

Key Personnel

1.42. Project Manager/Area Manager

1.42.1. The Contractor shall assign a Project Manager to the Contract who will be considered to be a member of the Key Personnel. For at least 90 (ninety) days following the Commencement Date, the Contractor shall make no substitutions of this key person unless the substitution is required due to illness, death, or termination of employment.

1.42.2. The Contractor shall notify the Company within 15 (fifteen) calendar days if a substitution is required for the reasons above and provide the information required below at least 15 (fifteen) days before making any permanent substitutions.

1.42.3. The Contractor shall notify the Security Manager of the proposed action immediately. Prior to making the substitution, the Contractor shall provide the following required information to the Security Manager:

1.42.3.1. The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by Security Manager;

1.42.3.2. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the Contract;

1.42.3.3. The Company shall notify the Contractor of its approval or disapproval of the substitution within 15 (fifteen) calendar days after receiving the required information;



1.42.3.4. The minimum requirements for the PM are detailed in Annexure G.

1.43. Supervisors

1.43.1. The Specific Supervisors are listed in the relevant Company Instruction as Key Personnel.

1.43.2. Personnel requirements for all supervisors are listed in Annexure G.

1.44. Resume Requirements

1.44.1. A maximum of 10 (ten) days after the Commencement Date and 30 (thirty) days prior to any subsequent changes, the Contractor shall provide resumes of all Key Personnel. For Key Personnel the Contractor shall provide a detailed resume for each individual assigned to a key position who shall perform on the Contract, and shall notify the Company as soon as possible if a proposed individual is no longer available.

1.44.2. The resumes should describe all experience relevant to the Contract. For each key person, the Contractor shall include a resume that includes:

1.44.2.1. Name and title of the individual;

1.44.2.2. Proposed contract position;

1.44.2.3. Length of time employed by the Contractor. If a resume is provided for an individual who does not currently work for the firm, then employment agreements, including compensation arrangements, with the individual shall be provided with the proposal. In addition, all resumes shall contain a signed statement that the individual grants permission for his/her resume to be submitted to the Company for consideration under this Contract;

1.44.2.4. Statement of work history (including dates, employer, and title), description of experience, and indicate whether experience is full time or part time. Resumes shall identify a start and end date (month and year) that the individual worked in each position cited in the resume;

1.44.2.5. Education level and relevant training;



- 1.44.2.6. Each resume must include a minimum of 2 (two) professional references that may be checked by the Company;
- 1.44.2.7. If any of the Key Personnel are not current employees, provide a letter of intent signed by the prospective employee that includes the terms of the employment offer and specifics of the compensation package.

Adherence to the voluntary principles of security and human rights (VSPHR) and rules for the use of force (RUF)

1.45. Verification of Adherence

- 1.45.1. The Contractor shall verify adherence to the VPHRS and the Company's requirements (Annexure K) and submit the Contractor's RUF procedures to the Company for review and approval before the Commencement Date. The Contractors' Rule for the Use of Force procedures and training shall include the following:
 - 1.45.1.1. Explaining the reasonable steps to avoid the use of force;
 - 1.45.1.2. Use the force continuum to resolve threats with the minimum necessary force and its de-escalation as appropriate;
 - 1.45.1.3. Use of force must comply with all national and international obligations in a manner consistent with the applicable laws and the Voluntary Principles Security & Human Rights (VPSHR) see Annexure K;
 - 1.45.1.4. Use of force is proportional to threat and appropriate to the situation;
 - 1.45.1.5. Use of force against persons only in self-defence or defence of others against an imminent threat of death or serious injury, or to prevent the perpetration of a particular serious crime involving grave threat to life;
 - 1.45.1.6. Explaining the Contractor and the Company system of reporting RUF incidents;
 - 1.45.1.7. Explaining the prohibition of the Contractor Personnel being assigned to the Contract if they not received training or refresher training on VPSHR and RUF.



1.46. RUF and VPSHR training

- 1.46.1. All the Assigned Personnel shall receive documented RUF and VPSHR training. The training shall be based on application of approved Contractor RUF.
- 1.46.2. The Contractor shall furthermore identify competencies and training needs associated with the use of force and less than-lethal equipment training. It shall provide on-going training for the use of force as well as training to meet the needs of Assigned Personnel carrying PR24s.
- 1.46.3. The Contractor shall establish a document, and maintain procedures for the RUF compatible with the VPSHR, and submit to the Company for review and approval at the Contractor Conference Meeting. The Contractor's RUF shall include conditions for the use of deadly force and less than lethal force, emphasizing that deadly force is justified only under conditions of necessity when there is reasonable believe that a person or persons present an imminent threat or death or serious bodily harm to an individual or others in the vicinity. Force is only used when all lesser means cannot be reasonably employed, or has failed, and the risk of death or serious bodily harm to innocent persons is not increased by its use.

Deliverables

- 1.47. The Contractor deliverables are set forth in Annexure C;
- 1.48. The Company shall notify the Contractor in writing of any additional deliverables with the required due dates;
- 1.49. The deliverables shall be submitted in a timely fashion and at no additional cost the Company.

Equipment and Materials

- 1.50. The Contractor shall provide sufficient Equipment and Materials at all times to ensure performance of the Services in accordance with the Contract.
- 1.51. The Contractor shall ensure that it has good title to and that the Equipment And Materials shall be: (a) in compliance with the Contract and Legislation; (b) new, or subject to Company's approval, as new; (c) of good and sound design, materials and workmanship and free from Defect; (d) fit for their intended purpose as set out in the Contract, or if no purpose is specified, fit for their ordinary purpose; and (e) properly maintained in accordance with internationally recognised good oilfield practices and standards.



- 1.52. The Company may reject any Equipment And Materials for any reasonable cause, and the Contractor shall forthwith at its own cost repair or replace the same at the point of use.
- 1.53. The Equipment And Materials shall be packed by Contractor in accordance with internationally recognised good oilfield practices and standards, including crated, palette or in accordance with any special packing requirements set out Annexure A – Scope of Work, so as to reach the point of use undamaged and in a good condition and, to the extent that such Equipment And Materials are not immediately put into operational use, such packaging shall ensure that they remain undamaged prior to use. All such packaging are included in the rates and prices set out in Annexure B – Schedule of Rates
- 1.54. The Contractor shall, where applicable, provide a range of spare parts for the Equipment And Materials which shall be sufficient and made readily available in order to keep the Equipment And Materials in full operational service for the duration of the Contract.

2. Company's Responsibilities

The Company's responsibilities, as pertains to the Contract, entails the following:

General

The Company shall:

- 2.1. Pay the Contractor the agreed charges in accordance to the Schedule of Rates as set forth in Annexure B Schedule of Rates;
- 2.2. Communicate to the Contractor's representatives immediately upon discovery of any misconduct by the Contractor's employees that is likely to affect the Company's interest;
- 2.3. To report to the Contractor's representative within 24 (twenty four) hour any damage, theft, and any acts which have happened to the clients' premises.
- 2.4. The Company will from time to time notify the Contractor of the existence and location of all or any hazardous materials at the Premises as well as ensure that those parts of the Premises which the Contractor's employees may visit will be free of hazardous materials and substances and when need be provide for safety gears for the Contractor's Personnel attending the area.
- 2.5. The Company will notify the Contractor of any dishonest, wrongful, delinquent or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Customer becomes aware of them.

Technical Information

- 2.6. The Company shall provide Contractor with Technical Information.
- 2.7. Without prejudice to Contractor's obligations, the Contractor shall, within 14 (fourteen) days of receipt, review the Technical Information in accordance with internationally recognised good oilfield practices and standards and notify the Company of any errors,



omissions or inconsistencies. Upon receipt of such notice, the Company shall provide the Contractor with instructions as to how to proceed. Any Services performed thereafter shall be at Contractor's risk and expense and Contractor shall not be entitled to any increase in any element of the Call Off Price or any additional compensation.

- 2.8. The Company shall at all times retain title to the Technical Information. Following expiry or termination of the Contract, the Company may at its option require Contractor to return or destroy any or all of the Technical Information.

Accommodation

- 2.9. The Company is responsible to provide accommodation at an agreed cost to the Contractor.
- 2.9.1. The Contractor shall ensure that the buildings are maintained in a well serviceable manner.

3. Joint Responsibilities

Security Contractor furnished property

- 3.1. The Contractor is expected to provide the items listed in Annexure I. These shall be known as Security Contractor furnished property. The Contractor provided property for Contractor furnished property shall also be included in finally property inventory report as a separate category.
- 3.2. Uniforms/Equipment:
- 3.2.1. The Contractor shall be responsible for providing uniforms and set equipment as specified. Basic minimum requirements of Contractor Furnished Equipment are:
- 3.2.1.1. All Individuals:
- Uniform (3 shirts, 3 trousers, 1 hat);
 - Standard shoes or boots;
 - Duty belt;
 - PR24 w/holder;
 - ID Badge;
 - Torch w/holder; (designated only Posts);
 - Whistle w/lanyard;
 - Radio holder / Pouch;
 - Individual nametag with large lettering visible from 2 meters.

3.2.1.2. Supervisors:

- Hand held pepper spray w/holder;
- Flex cuffs.

3.2.1.3. Post equipment:

- Refer to the relevant Company Instruction for specific Posts;
- Torch (flashlights) with pouch;
- Hand held metal detector.

Company and Contractor Radios

- 3.3. The Contractor is responsible for acquiring a hand-held radio for every post and vehicle radios for any Contractor provide vehicles, throughout the life of the Contract.
- 3.4. The Contractor is responsible for all maintenance of all Contractor provided handheld radios and for ensuring that all the Contractor Personnel have an operational hand-held radio 24 (twenty four) hours a day, 7 (seven) days a week. (See Annexure I for Contractor Provided Property and Equipment).



ANNEXURE D: GENERAL ORDERS

1. PURPOSE

General Orders for the Guard force provide directions and instructions of general application to all members of the Guard Force at all Posts. Each member of the Guard force is responsible for being fully familiar with and responsive to the General Orders. These orders shall not be modified or revised without the written authority of the Security Manager. Failure to comply with any General Order shall result in the Contractor removal of the delinquent Guard.

2. MISSION

The primary objectives of the Guard force are to provide protection for COMPANY PERSONNEL and facilities and equipment plus prevent damages or losses due to theft, and to prevent injuries or death due to criminal violent attacks.

3. MANNER OF PERFORMANCE OF DUTY AND UNIFORM

- a. Guards shall be firm yet courteous, efficient and tactful at all times while in the performance of their duties. They shall never engage in arguments with any person, and shall refer disagreements and misunderstandings to their Supervisor. They must read, fully understand and comply with all General and Post Orders.
- b. Guards shall, at all times, maintain a neat and clean appearance and while on duty, be fully dressed in the prescribed Guard uniform and equipment, including issued footwear. Uniforms must be neat and serviceable, without rips, tears, patches, holes, or other discrepancies. Boots, belts and other assigned equipment shall be presentable and functioning. Guards shall not work in sandals or barefoot at any time. Guards shall maintain their Post and/or Guardhouse in a neat and tidy manner, permitting only authorized items and personnel in the Guardhouse. Guards shall be subject to inspection at any time by Security Manager or security representatives.
- c. Guards must not participate in or support any activities, which would be disruptive to the performance of their duties or would decrease the efficiency of the Guard force operation.
- d. Guards shall perform only those security duties identified by the Contractor and Security Manager. Guards shall not perform any other non-security related or unauthorized functions during duty hours, i.e., gardening, housekeeping chores, maintenance duties, or any other duty or act which distracts the Guard from his/her intended purpose.
- e. Where appropriate, Guards shall maintain in a neat, orderly, legible fashion, all logbooks, ledgers, record books, incident reports or any other written record of duties performed or of any security event.
- f. Guards shall not offer or divulge any information about the Company operations or Company Personnel to anyone. Guards shall report immediately to their Supervisor and the Security Manager any attempt by individuals to solicit information regarding the Company Personnel or facilities. Reports shall be given verbally and through official Incident Reports.
- g. The relief Guard shall take complete charge of duties from the Guard he/she relieves, including the Post Logbooks and all other equipment maintained at the Post. Guards shall not abandon their Post until properly relieved.



- h. Guards shall brief and pass on any special instructions to their relief Guard concerning outstanding or significant events that occurred during the previous shift.
- i. Guards shall be alert to their surroundings and immediately report to the Senior Guard, Shift Supervisor or Guard Commander any vehicles or individuals acting in a suspicious manner.
- j. Guards shall control access to Company facilities and properties, protect life, maintain order, and resist criminal attacks against Company Personnel, visitors, dependents and property. In addition, Guards shall resist any other form of violent attacks.
- k. Guards shall intercept, identify, and make the proper log of entries for visitors and other appropriate persons to the Company facilities. Further, Guards shall conduct inspections of personal property, and vehicles, confiscate unauthorized items and issue appropriate access control identification badges according to established policies. Prohibited items (including explosive devices, flammable liquids, firearms, edged weapons,) are never allowed into Company Offices or facilities without the express order of the Security Manager.
- l. Guards shall ensure that only authorized persons displaying a valid form of identification and legitimate visitors enter the area they are assigned to protect. Guards shall not hesitate to challenge any personnel who do not have proper identification or who attempt to avoid specified access control procedures or policies.
- m. Guards shall conduct periodic, non-routine inspections of their area of responsibility and immediately report any unusual incident or circumstances, or emergency situation to the Senior Guard, Shift Supervisor and the Security Manager.
- n. Guards shall not leave their assigned Post until a relief Guard properly relieves them.
- o. Guards shall maintain a high standard of professionalism while on duty. Guards shall be polite and courteous in the performance of their duties. They shall not use abusive language, be late for work, or be inattentive. Guard shall not act in any manner detrimental to the reputation of the Contractor or the Company.
- p. Guard must be able to demonstrate a working knowledge of Post's Orders and plans (fire, bomb, intruder, etc.). Basic training in emergency action response shall be the responsibility of the Contractor.
- q. Guard shall comply with all orders or instructions given to them by the Senior Guard, Shift Supervisor, and the Security Manager.
- r. Guards shall not abuse their authority for personal or monetary gain.
- s. Guards shall not gamble or engage in any illegal activity while on duty or while in uniform.
- t. Off-duty Guards shall not loiter or be present at any Post outside their regularly scheduled shift hours.
- u. Guards shall not provide information about the Company Personnel or facilities to anyone without the specific approval of the Security Manager.



Shift Supervisor if a Guard has reason to believe that their relief is intoxicated by any substance, be it alcohol or a controlled substance or medication.

- p. The use of controlled substances, such as narcotics, dangerous drugs, marijuana, hashish, etc.; at any time, by members of the Guard force, is strictly prohibited. Any Guard who is observed using or is in possession of any controlled substance shall be removed from duty immediately.
- q. When a Guard is required to take medication on the order of his/her physician, the Shift Supervisor must be notified. Where it is determined that such medication may adversely affect the Guard's ability to perform his/her duties, the Guard shall be prohibited from being assigned to Post.

5. POST LOGS

- a. Each Guard Post is provided with a Post Log, provided by the Contractor. Post Logs provide specific instructions relative to the Guard service to be provided at the Guard Post. It is the responsibility of each Guard assigned to maintain the Post Log.
- b. Upon assuming the duty, the Guard must enter the time, date and his/her name.
- c. Upon assuming duties at Post, the incoming Guard shall inspect the Post to ensure that all Guard equipment and supplies are present, and that all Guard/security equipment is in good working condition. Such equipment may include telephones, radios, flashlights, hand held metal detectors (HHMD). Any malfunctioning or broken security equipment shall be noted in the Post Log and shall be reported to the Shift Supervisor immediately and an Incident Report prepared.
- d. During the time assigned to the Post, the Guard is required to note the time and make an entry as to the nature of any event considered to be of a security nature. Examples are, but not limited to: an attempt to enter the facility or destroy the Company property by an outsider or direct attacks by force on the Guard Post or Guards.
- e. Where any security event occurs, the Guard shall:
 - Notify his/her Supervisor and others as instructed in the Post Orders.
 - Take appropriate emergency or reactive countermeasures.
 - Make the appropriate entry in the Post Log.
 - Prepare an Incident Report.
 - Report orally to SCR at the time of the next Post inspection and provides him/her the Incident Report.
- f. During the time assigned to the Post, when the Supervisor provides specific instructions for the Guard, such instructions are to be entered in the log with the time indicated when they are received.
- g. If, at any time, a Guard is relieved on Post for any reason, the Guard assigned in relief must enter the time, his/her name and the reason for the relief.
- h. At the end of the assigned tour of duty, the Guard must initial the log, assuring that all entries have been made properly during his/her period of assignment.
- i. The Contractor will ensure all incidents on Post Logs are recorded on CiIMS.



- j. Guards shall not falsify or unlawfully conceal, remove, mutilate or destroy any official document such as Post Logs or Incident Reports.

6. RESPONSIBILITY OF THE SHIFT SUPERVISOR

The Shift Supervisor/Supervisor is responsible for assuring the Post Logs are properly maintained and that all appropriate entries are made in accordance with the foregoing instructions. At such time that the Shift Supervisor/Supervisor visits a Guard he must:

- Inspect the Guard Post;
- Examine the Post Log;
- Enter the time; and
- Sign his/her name attesting to the fact that he/she has successfully completed his/her inspection and that there have been no deficiencies.

7. OFFICIAL INCIDENT REPORT

- a. An Incident Report shall be prepared in all cases where an incident arises which is not of a routine nature. The report shall be available to the Mine Chief Security Manager immediately and logged on the CiIMS Database for escalation purposes.
- b. An Incident Report shall be prepared as a supplemental report to the required entries in the Post Log. In no case shall they be utilized in lieu of an entry in the Post Log.
- c. All available information shall be recorded accurately. In all cases, where feasible, the Guard shall obtain and note the full name, and contact information of any person (except Police) referred to in an incident report.
- d. When it appears that immediate action is required concerning any incident that arises, the Shift Supervisor, the Guard on duty and the Security Manager shall be notified at once.

8. IDENTIFICATION OF PERSONS

All staff members or employees of COMPANY are required to show proper identification or authorization before being permitted to enter Offices or Facilities, or perimeter environs. Positive recognition is necessary for Residential property (covered in Post specific Orders).

Proper identification to enter offices or facilities shall be one of the following:

- a. Company Employee ID Card.
- b. All visitors must have approved access to the Company offices and facilities and be issued visitor badges. Proper identification to receive a Company visitor ID badge shall be one of the following:
- Government issued passports or national identification cards;
 - Any photographic ID issued by the national driver's license authority or identification card;
 - Visitor identified and escorted by the Company Employee or authorized Company contractor.
- c. For residential compounds a clear copy of the above documents may be used if authorized visitor is a guest of the resident, and the resident is contacted, and acknowledges their guest prior to entry.



9. IMPROPER IDENTIFICATION CARD OR NO IDENTIFICATION CARD

- a. A person without an ID card or a person with a tampered ID or improper ID shall be required to furnish the Guard with the name of the person or office they wish to visit. The Guard shall contact or call the person or the office concerned and state the circumstances involved.
- b. When notified that a visitor has arrived at the Post, the person concerned shall advise the Guard that they shall come to the gate/location to escort the visitor. The Guard shall record the visitor's identity and the name of the escort in the visitor's logbook.

10. TELEPHONE AND RADIO COMMUNICATION

- a. The Guard on duty and handling official telephone calls or inquires shall be courteous and polite and assist the caller if possible. All official information calls and inquires shall be referred to the proper person or the Guard on duty.
- b. The telephones located at Guard Posts and radios issued to the Guards or the Guard Posts shall be used for official business only.

11. REMOVAL OF COMPANY PROPERTY

The Guards shall be observant of visitors and Company Employees departing the offices or facilities or residential compounds to prevent unauthorized removal of any Company property. A memorandum signed by the authorized supervisor shall properly authorize any property being removed from Company facilities by workers or other personnel. The memorandum shall be retained by the Guard and delivered to the Shift Supervisor at the time of his/her next Post inspection.

12. SAFEGUARDING INFORMATION, RECORDS AND DOCUMENTS

The Guards must not disclose the Company information, records and documents to unauthorized Company Personnel. The Guards shall not discuss the nature of their duties, nor repeat to others what they may have seen or heard while on duty except as necessary to conduct their duties. The Guards shall provide correct and valid information and documents required in connection with their duties only to the Shift Supervisor. Should unauthorized personnel question the Guards as to their duties; the Guard shall bring the matter to the attention of the Security Manager through the Shift Supervisor immediately.

13. THE USE OF FORCE

The use of force is the physical application of violence upon or against a person in any way, including the use of the baton and pepper spray. Only the minimum use of force necessary for the restoration of order is authorized and as detailed in the Contractor RUF/ VPSHR under clause 1.45.

14. FIRE PREVENTION AND REPORTING

Guards should frequently review the General and Post Orders in the event of an emergency. It is important that only correct and prescribed procedures are followed in order to minimize the emergency.

- a. The objective of Guards actions is fire prevention and reporting, in the order of importance, is to:

- Report it immediately and request assistance. Inform the Shift Supervisor, sound or activate the fire alarm prior to attempting to extinguish the fire.
 - Prevent the fire from starting.
 - Inform employees in the immediate vicinity of the fire and order them to vacate the area immediately.
 - Prevent the loss of life and property in case a fire should start.
 - Confine the fire to its place of origin.
- b. Proper fire prevention measures shall prevent most fires from starting. Guards should constantly be on the lookout for fire hazards, particularly in waste cans and electrical equipment. Whenever a fire hazard is discovered, it shall be immediately reported to the Shift Supervisor and the Security Manager, submit a Company Hazard card if possible. Appropriate entries are to be made in the Post Log and an Incident Report shall be prepared.
- c. All Guards need to know where the various types of fire extinguishers are located, particularly those nearest to the Guard's assigned Post. Guard must know which fire extinguisher type is appropriate for the fire being fought.

ANNEXURE F: TRAINING REQUIREMENTS

1. OVERVIEW OF TRAINING

- a. The types of training required for this Contract are basic training; annual refresher training; GTS training; and physical security systems training. The Contractor shall maintain employee training records to document the training each employee receives. These records shall be part of the administrative files required by Annexure C.
- b. The Contractor shall develop a Training Program 10 (ten) days of the Commencement Date, to be approved by the Security Manager, that addresses each course, instructor(s) qualifications, measures the effectiveness of training (i.e. methods to test Guards' understanding of instruction/level of proficiency), proposed training facilities, training aids to be used by the Contractor and what type of remedial training shall be given for Guards that fail to demonstrate the requisite level of proficiency.
- c. The Contractor shall maintain employee-training records to document the training each employee receives. These records shall be part of the files required to be maintained by the Contractor and shall be available for review by the Security Manager upon request.

2. BASIC TRAINING

- a. The training requirements listed below apply to all employees assigned to a position listed in the relevant Company Instruction. All costs of basic training, including labour, are the responsibility of Contractor. All incumbent personnel, regardless of the current training status or number of training hours possessed by any member of the incumbent personnel, shall receive the full 40 (forty) hours of Basic Training within 90 (ninety) days of Commencement Date.
- b. Before assigning an employee, the Contractor shall have the employee satisfactorily complete a program of basic training approved by the Company. The Contractor shall submit its basic training program described herein to the Security Manager within 10 (ten) days after the Contract Commencement Date. In the event the Security Manager does not approve the Contractor's submitted basic training program, the Contractor shall resubmit a revised basic training program within 10 (ten) days after notice of disapproval. This program shall be a minimum of 40 (forty) hours and include the activities listed below. The program shall also identify all costs of basic training, including labour, which are the responsibility of the Contractor.
 - Orientation: Introduction to the training program, training objectives, the role of the Guard force in the Company Security Plan. The Security Manager or his representative shall participate in this block of instruction.
 - The Company Assets: Description of Company assets to be protected, including name, location, and function. The Security Manager shall provide this information.
 - Rules for the Use of Force (RUF) and the Power to Detain: The powers and legal limitations of the Guard to use force and to detain offenders, and the relationship of the Guard force to the national security forces, such as police and military.
 - Terrorism and Criminality: Description of the nature of the threat to Company assets, with examples. Quick Response Team interaction with fixed Posts.
 - Fires and Explosions: Description of the threat to assets of fire and explosions, with examples. Housekeeping, actions in case of Fire, classes of fire, use of fire extinguishers.
 - The Company Security and Emergency Plans: Role of the Guard force in cases of intruders, fire and building evacuation (See Annexure A). The Security Manager or other Company representatives may assist if requested in providing facility specific information.

- Physical Security Measures employed by the Company: Description of the access control systems employed, including alarms used (anti-intrusion and fire).
- Basic Guard Duties: General description of Guard actions for protection of facilities and residences. Denial of access to unauthorized persons, preparation and maintenance of Guard force records, logs, and reports.
- Guard Force Communications: Procedures to be used in case of incident; notification of others; use of radio equipment.
- General Orders and Post Orders: Details concerning General Orders are located in Annexure D Emphasis on Guard responsibilities, ethical conduct (Annexure G), and penalties for violating Orders. Post Orders shall be provided to the Contractor at the Contractor Conference meeting.
- Maintenance of Post Logs and Preparation of Incident Reports: Procedures for preparing daily logs and official incident reports.
- Unarmed Defence and Restraint of Disorderly Persons: Procedures for defending against physical attack; procedures for restraining others; guidance on the use of force.
- The Use of personal Security Equipment: Procedures for the use of the baton, flexi cuffs, and pepper spray as applicable. Practical application is required.
- VPSHR and Use of Deadly Force: Review of the guidelines contained in applicable section of the SOW and the VPSHR in Annexure K. Approved Company RUF and
- VPSHRS, guidance on the use of force. The Company may assist the Contractor in VPSHR training, if requested by the Contractor. Practical application is required.
- Search Procedures: Use of electronic body and package search equipment; body search manually; vehicle searches and building search for suspected bombs, prohibit items and the Company property;
- Access Control Equipment Use and visitor control systems, including badge issuance and control. (Training shall include general coverage of this subject for all Guard Contractor Personnel, with special hands-on training for those with access control software or search duties.)
- Patrolling and Observation Techniques: Use of observation techniques for static Guards, mobile patrol units, and foot patrols to identify, report and record suspicious acts and persons, with special emphasis on surveillance detection techniques for all Guards.
- Dealing with Company Employees and the General Public: Procedures to be used when conversing with Company employees and the general public; actions to be taken when confronted by hostile individuals and mentally disturbed persons.
- First Aid: Dealing with medical emergencies at the scene of an injury or illness.
- IED Awareness: Types, recognition, likely locations, actions to take. The Security Manager can be requested to assist the Contractor in this training.

3. ANNUAL REFRESHER TRAINING

- a. The Contractor shall have each employee successfully complete at least 24 (twenty four) hours of annual refresher training, which may include an overview of all or some of the elements of the basic training course. The Contractor shall submit to the Security Manager a refresher course outline within 90 (ninety) days following the start of the Contract and update on the first day each Contract option year. The course outline shall specifically address the refresher training requirements the Contractor deems important for the current Guard staff.
- b. The Contractor shall not provide services of employees unless they are certified on all required training. The training shall include any new material affecting the performance of Guard force duties, and refresher training in first aid. All costs of refresher training, including labour, are the



responsibility of the Contractor. Upon completion of annual refresher training the Contractor shall notify the Security Manager which Guards have completed the required training.

4. GUARD TOUR SYSTEM TRAINING (MAG – TOUCH)

The Contractor shall provide each supervisor and any other employee using GTS with training in the proper use of the system to ensure continuous operation of the system. For these employees, GTS training shall also be part of their annual refresher training. The Contractor is responsible for ensuring the correct use of the GTS reader, for the integrity of the system, ensuring supervisors scan all GTS points for the route, and ensuring the GTS wands are delivered to the appropriate security advisors so the data is properly entered into the computer.

5. PHYSICAL SECURITY SYSTEM TRAINING

a. Metal Detectors Equipment Operator Training

The Contractor shall provide his Contractor Personnel with training for the metal detector equipment and system operation. Training shall cover equipment operation, operator maintenance, and hazardous device recognition for those Assigned Personnel using the device. The Contractor shall conduct refresher training personnel for the metal detectors equipment annually for those Assigned Personnel using the device. Training for the metal detectors shall cover equipment operation, operator maintenance, and hazardous device recognition.

b. Electrical Fence Training

The Contractor shall provide Post specific Contractor Personnel with training for the systems operation. For Contractor Personnel designated to operate the equipment (The relevant Company Instruction) the training shall cover equipment operation to include alarms functions. The Contractor shall conduct refresher training personnel for annually for the Assigned Personnel designated to operate the equipment.

c. Access Control System Training

Training shall be given to SCR Assigned Personnel for the Access Control System shall cover software usage and functions, equipment operation, operator maintenance, badging procedures, and database auditing and upkeep for the Assigned Personnel designated to operate the equipment (The relevant Company Instruction). OJT Training shall be given to SOR Assigned Personnel upon assumption of duties and annually with assistance from Company Security.

d. Integrated Vehicle Management System (IVMS)

Training shall be given to SOR Assigned Personnel for tracking the IVMS shall cover software usage and functions, equipment operation, tracking and accessing live movements, and database queries, auditing and upkeep. OJT Training shall be given to SOR Assigned Personnel upon assumption of duties and annually with assistance from Company Safety or Security representatives.

ANNEXURE G: ASSIGNED PERSONNEL AND POSITION REQUIREMENTS

1. OVERVIEW

The following delineates the minimum Assigned Personnel requirements for the Guard Force. The Contractor shall provide trained Guard Assigned Personnel for Posts designated and for the hours indicated in Annexure A. Listed below are the labour categories set forth under standard and emergency Services. The specific duties for each position listed below sections are delineated in the relevant Company Instruction. All Contractor Assigned Personnel shall be fully qualified in accordance with security-related Tanzania Government Law and Regulations and Company provided standards outlined in this Contract.

2. INDIVIDUAL PERSONNEL CHECKLIST

The Contractor shall maintain a checklist on all Contractor Personnel with all supporting personnel and investigation records, training records, certifications and licenses as well as the information specified in Key personnel section. The Security Manager shall have full access to inspecting the supporting records which shall be maintain throughout Contract's duration.

3. SELECTION, BACKGROUND SCREENING AND VETTING OF ASSIGNED PERSONNEL

The Contractor shall establish, document, implement and maintain procedures for background screening and vetting of all Assigned Personnel working on this Contract to ensure they are fit and proper for the tasks they shall conduct. The associated documents shall be subject to audit by the Company at any time. Screening for Assigned Personnel shall include:

- Consistency with legal and contractual requirements;
- Identity, minimum age, and personal history verification. Each Contractor Personnel file should confirm that the previous employer has been contacted;
- Review of possible criminal records;
- Military or police services records/fingerprint check;
- Review of reports of human right violations;
- Evaluation for substance abuse;
- 2 (Two) verified personal references not related to the individual. Physical meeting of 2 (two) x guarantors with signatures, contact information in Personnel file;
- Physical confirmation of Guards and drivers place of residence in personnel file;
- An attestation (kept on file by the Company) by all Assigned Personnel assigned to the contract person that nothing in their past or past conduct would contradict Annexure F, the International Code of Conduct for Private Security Service Provider (ICoC), Contractor's organizational ethical code, and the VPSHR
- All Assigned Personnel shall be medically examined by a Company approved medical practitioner prior to employment, and must meet Company's medical fitness standards and be fit for employment on normal and remote sites

4. PROJECT MANAGER (REGIONAL MANAGER)

The Project Manager (PM) shall have experience and qualifications on a range of security related skills and have a verified record of proven reliability and good conduct. The PM shall have a minimum of 10 (ten) years police, similar military or security, or Guard force management experience with a minimum of 5 (five) years of the Guard work experience being at supervisory or command levels. A maximum of 4 (four) years of experience can be waived in lieu of a college degree from an accredited college/university. The PM shall reside in the Lake Zone. In addition, the PM shall meet the following qualifications:

- Have a high proficiency in English Speaking/Reading Skills;
- Able to use a computer including all common office management tools (e.g. Microsoft Office);
- Have military or police background with experience operating internationally;
- Experience managing security staff or Guard force management experience;
- Be expert in all areas of physical security and access control;
- Must understand operational methods of all Guard force units and zones for response, and maintain a professional demeanour under highly stressful circumstances;
- Has experience in working in Tanzania or East Africa at managerial level.
- Be experienced in basic communications and radio use/procedures;
- Be a licensed Tanzania driver;
- Must meet with Security Manager at least weekly; and,
- Must meet monthly with Security in WDL Mwadui and any other applicable regional location. Frequency may be changed at the Security Manager's discretion.
- Project Manager to visit all sites monthly.

The PM shall be accessible and responsive to the Security Manager on all matters related to performance of this Contract 24 (twenty four) hours per day, 7 (seven) days per week. Should the PM require personal or professional travel outside the country, or should he/she become otherwise incapable of fulfilling his/her duties (such as in the case of a medical illness or injury), the PM must designate the next senior member of the Guard management team to assume PM responsibilities, including 24 (twenty four) hours per day, 7 (seven) days per week availability. The designation of a replacement is subject to Security Manager's approval in advance.

5. AREA MANAGER

All Supervisors shall have at least a secondary education, or primary school education with 5 (five) years supervisory experience under Contract or similar type of work.

In addition, Supervisors shall meet the following qualifications:

- High English Language proficiency;
- Have experience managing security staff;
- Have military, police or private security experience;
- Be proficient in all areas of physical security and access control;
- Be trained in the use of physical methods of control and restraint;
- Be experienced in basic communications and radio use/procedures; and,
- Possess a driver's license;
- Have least 3 (three) years' experience and personal achievement in security services for an Mining Company or other similar production environments;
- Verifiable training and proficiency in Rule of for the Use of Force, HSE Job Task Analysis, HSE hazard identify, First Aid, Fire response, use fire extinguishers, escalation and de-escalation of force, and use of PR24 batons.

6. SITE COMMANDER

The Shift Supervisor shall be required to perform supervisory duties that may include all or part of the responsibilities set forth below:

- Supervising the Guard force;
- Conducting inspections of Guards and Guard Posts; mobile patrols; and use Guard tour system
- Investigating irregularities or incidents; Conduct security investigations in case of security breaches or security related incidents;



- Preparing reports and making recommendations regarding the discipline and termination actions; and be computer literate in English;
- Providing on-the-job training of subordinates;
- Deploying Guards for a shift or at a facility per Security Manager instructions; and,
- Review SOR logs and operations, and operational tasking's;
- Inspect the QRT equipment and personnel once each shift;
- Acting as a point of contact with the Security Manager or his/her designate on operational Guard force matters;
- Enter and delete data, manage and operate Company access control software to ensure it is accurate and up to date. Ensuring that Company Access Control procedures and Access;
- Card procedures are enforced and the related security personnel functions relating to card issue and recovery are performed efficiently;
- Attend all management review meetings with Company as requested;
- With direction by Company Security in the WDL Mwadui SORs, provide day-to-day direction and management the SOR staff;
- Have verifiable training and proficiency in Rule of for the Use of Force, HSE Job Task Analysis, HSE hazard identify, First Aid, Fire response, use fire extinguishers, escalation and de-escalation of force, used of less than lethal equipment, and use of PR24 batons;
- Have the ability to lead Guard force in training, drills, and exercises;
- High English Language and writing proficiency;

The Shift Supervisor shall perform other duties as listed in Annexure A and the specific Post order.

7. SCR SUPERVISORS AND OPERATIONS ASSISTANTS

Shall perform assigned duties in Company provided Security Operations Room (SOR) to include:

- Operating CCTV security/surveillance systems, intruder detector and fire alarm system monitors, In Vehicle Management Systems (IVMS), IT equipment and other communications, security and associated equipment, including satellite phones, Motorola VHF radios with tracking capability, terrestrial telephone systems and photo ID card/access card production and issue facilities.
- Using basic radio Voice Procedures and be able to act a network control.
- Task vehicles and drivers and manage the daily transport requests.
- Tracking and monitoring of business and recreational journey management procedures (JMP).
- Supporting call outs of Company Personnel as directed by Duty Manager and other on duty/on-call personnel.
- Reporting and tracking all incidents.
- Initiating Incident Management Centre (IMC) activations.
- Conduct call outs and assist in mobilization of the Incident Management Team (IMT).
- Supporting the IMT/IMC during the activation and thereafter throughout the period of an incident.
- Producing photo ID cards and managing the access control software.
- Completing written reports.
- Collating daily POB reports and returns.
- Maintaining an online event reporting/logging system.
- Summoning emergency response services (Police, ambulance, fire and Contractor provided security response) for Company sponsored visitors, Company IAs and their dependants residing in Company provided accommodation.
- Providing fist-line advice and information to Company Personnel, IA dependants and Company sponsored visitors on a wide-range of security and administrative related issues.
- High English Language proficiency.



The SOR Supervisors shall perform other duties as listed in Annexure A and G and the specific Post Orders.

8. QUICK RESPONSE TEAM (QRT) SUPERVISOR

QRT Supervisor shall have 4 (four) year of verifiable supervisor experience in private security or military, plus a verifiable good command of the English language which includes the ability to write clear and accurate reports in English. Supervisor is required to assess risks and hazards in all responses and take appropriate actions. They must also have verifiable training and proficiency in Rule of for the Use of Force, HSE Job Task Analysis, HSE hazard identify, First Aid, Fire response, use fire extinguishers, escalation and de-escalation of force, used of less than lethal equipment, and use of PR24 batons. The Supervisor shall manage and perform the Duties listed in Annexure A, G and E

9. SECURITY GUARD

The Guard(s) shall have successfully completed primary/secondary school, passed militia/JKT training. All Guards shall be required to perform all or part of the responsibilities set forth below.

- Performing security duties at fixed, walking, or vehicle mobile patrol Posts;
- Providing assistance to authorities in thwarting criminal and terrorist acts;
- Performing access control duties to limit entry to authorized personnel or visitors; and,
- Operating of walk-through metal detectors, hand-held metal detectors, electronic hydraulic barriers, and special monitoring devices.
- They must also have verifiable training and proficiency in Rule of for the Use of Force, HSE Job Task Analysis, HSE hazard identify, First Aid, Fire response, use fire extinguishers, escalation and de-escalation of force, used of less than lethal equipment, and use of PR24 batons.

The Guard shall perform duties listed in Annexure A and specific Post Orders.

10. QUICK RESPONSE TEAM (QRT) ASSIGNED PERSONNEL

The members of the QRT shall:

- Have a minimum of 4 years' private security experience.
- Verifiable training and proficiency in Rules of for the Use of Force, HSE Job Task Analysis, HSE hazard identify, First Aid, Fire response, use fire extinguishers, escalation and de-escalation of force, used of less than lethal equipment, and use of PR24 batons.

The QRT Assigned Personnel shall perform duties list in Annexure A and G and specific Post Orders.

11. LANGUAGE PROFICIENCY

a. Hiring, Evaluation and Assignment

The Company requires the Contractor to hire Contractor Personnel who can speak both Swahili and English for all positions. Key Personnel positions or other positions with designated English languages skills shall be evaluated by Contractor prior to assignment. The Contractor shall document their standardized testing/evaluation of English languages skills. Personnel not meeting the requirements shall not be assigned to the Contract position. The criteria for Medium and High language skills are listed below.

b. Medium Language Working Proficiency



The individual has sufficient language skills to satisfy most work requirements and has sufficient comprehension to understand most routine social demands and most conversations on work requirements as well as some discussions on concrete topics related to particular interests and special fields of competence. Has sufficient comprehension to understand most factual material in non-technical prose as well as some discussions on concrete topics related to special professional interests. The individual shows ability to write with some precision and in some detail about most common topics.

c. High Language Professional Proficiency

The individual is able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics. Individual is able to understand the essentials of all speech in a standard dialect including technical discussions within a special field. The individual is able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects. The individual is able to use the language effectively in most formal and informal written exchanges on practical, social, and professional.



ANNEXURE H: QUICK RESPONSE TEAM

1. SCOPE

- a. The Quick Response Team (QRT) shall refer to the Contractor's Assigned Personnel and vehicle(s) owned or leased by Contractor for exclusive Company use that may be utilized in the event of an emergency. The QRT's primary tasks is to respond to emergencies that could include protests, home invasions, response to intruders on or inside Company properties, and traffic accident management.
- b. The Assigned Personnel with the required training and certification regarding emergency response shall be referred to as members of the QRT.
- c. Quick Response Team and Vehicle based in WDL shall:
 - Be available when required.
 - Be composed of 5 members;
 - Respond to all emergencies or other incidents concerning Company Personnel and assets within the designate area.
 - Conduct four routine patrols per shift of all Company residential assets as specified in the Company provided instructions.
 - Vary routes and timing of its visits to facilities and residences to prohibit criminal elements anticipating its location and timing.
 - Continuously use, visit, and record 100% (one hundred percent) of all set Guard Track points allocated within all Company facilities or residences assigned. The Company shall furnish a hand-held data collection devices device to the QRT, so the QRT can record all required data points- electronic buttons.
 - Respond to emergency vehicle incidents in the authorized WDL Mwadui zone providing assistance, coordination, and response to any violence or vigilantism.
 - Assure and provide continued availability for the QRT mobile patrol operations during the day and night hours (24/7) inclusive of all routine maintenance or breakdowns of the QRT vehicle.
 - Deploy for Company emergency security, event security, parking control, traffic control, or fixed site emergency security as directed by Security Manager.
- d. The Contractor shall provide the following minimum equipment (see Annexure I)
 - 1) Individual Company uniform,
 - Helmets(CONTRACTOR to propose protection level),
 - Approved body armour (CONTRACTOR to propose protection level),
 - PR24 w/holder,
 - duty belt,
 - ID Badge,
 - torch w/holder (flashlight),
 - whistle
 - Nametag
 - 2) Team Leaders: VHF hand held radio w/1 extra battery 3 x Supervisor: Hand held pepper spray w/holder.
- e. The Contractor shall provide the following minimum team training
 - 1) Introductory training for events and as described in a and c above.
 - 2) Weekly QRT response drills or exercise.
 - 3) Monthly refresher RUF and baton training.
 - 4) Annual refresher first aid training.



ANNEXURE I: CONTRACTOR PROVIDED EQUIPMENT

1. UNIFORMS AND EQUIPMENT

The Contractor shall provide all Assigned Personnel with appropriate equipment, uniforms and personal protective equipment (PPE), commensurate with the role, environment and surroundings in which they are employed/operating. This should include uniform clothing, waterproof clothing, boots, torches, notebooks, pens, whistles etc. The Contractor shall be responsible for obtaining 3 (three) sets of uniforms and 1 (one) set equipment as specified for all Assigned Personnel. Below are the minimum requirements for the Contractor provided equipment.

1) All Individuals shall be provided with:

- Contractor uniform (3 sets) with hat;
- Contractor standard shoes or boots;
- Duty belt;
- PR24 w/holder;
- ID Badge;
- torch w/holder;
- whistle w/lanyard;
- Radio holder/Pouch;
- Rain coats (seasonal) and rubber boots (remote camp usage only);
- Individual Nametag with large lettering visible from 2 meters;

2) Supervisors shall additionally be provided with:

Post Equipment (Unless otherwise stated in a Company Instruction):

- Torch (flashlight) with pouch.
- Inspection mirrors
- Hand held metal detector

2. CONTACTOR RADIOS

The Contractor is responsible for acquiring a hand-held radio for every Guard on-duty which does not have a Company furnished radio and vehicle radios for any Contractor provided vehicles, throughout the life of the Contract. The number of radios needed shall be provided at the Contract Conference Meeting. The radios must be compatible with Company radio repeater and be operable in the same frequency/band as the Company radios. The Contractor is responsible for all maintenance of all Contractor provided handheld radios and for ensuring that all employees have an operational hand-held radio 24 (twenty four) hours a day, 7 (seven) days a week. (Annexure I).

3. VEHICLE REQUIREMENTS

- a. The Contractor shall furnish vehicles and drivers necessary for the performance of this Contract in accordance with Company HSE driving standards, policies, and guidelines. Vehicles shall meet Company HSE vehicle safety inspection requirements.
- b. The Contractor shall ensure the ability to accommodate mechanical failure, regular maintenance, or any other foreseen or unforeseen event without having any lapse in coverage.
- c. Mark all vehicles with an approved Contractor logo on the sides plus a unique number.



- d. All vehicles shall be in good operating condition and fully equipped in accordance with local laws and ordinances, and include standard features, i.e., lights, turn lights, horn, brake lights, etc., in working condition.
- e. The Contractor shall provide all insurance, licenses, permits, fuel, lubricants, oil, routine and special maintenance, repairs, replacement parts, exterior care, cleaning and cleaning materials for all vehicles.
- f. The Contractor shall not allow the number of people carried in any vehicle to exceed its design capacity.
- g. The Contractor shall be responsible for furnishing communications equipment for vehicles necessary to communicate provide to the Company Guard force and SOR radio network that is fully functional and operable 24 (twenty four) hours per day, 7 (seven) days per week. The Contractor shall contact the Security Manager before purchasing and programming radio equipment to ensure that it is compatible with Company network.
- h. Vehicles shall have the minimum features:
 - Four-door, four-wheel drive pickup truck(or other) vehicle;
 - Identical in colour, make, and model;
 - Right-hand drive;
 - Meet Tanzania licensing and emissions standards;
 - Have no outward signs of physical damage;
 - Be less than five (5) years old; and
 - Have less than 100,000 km on the odometer
 - The Contractor shall have sufficient spare vehicles to ensure no lapses in coverage due to mechanical failure, regular maintenance or other unforeseen reason.
- j. The titles to all vehicles supplied by the Contractor shall remain with the Contractor.

5. Other Resources, Materials, or Equipment

The Contractor shall provide consumable materials required to properly perform the required tasks. These consumables shall include but are not limited to:

- a. Potable water for each working day for all Assigned Personnel or Contractor Personnel providing emergency Services.
- b. Meals or meals allowance for meals for mid shift for all Assigned Personnel or Contractor Personnel providing emergency Services.
- c. Mosquito repellent for all Assigned Personnel or Contractor Personnel providing emergency Services.
- d. Stationery such as log books and writing instruments s for all Posts.
- e. Batteries for torches (flashlights) or metal detectors.



ANNEXURE J: STANDARDS OF CONDUCT

The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity. The Contractor shall take any necessary disciplinary action for its employees. Each Assigned Personnel is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the Company. Guards must at all times use politeness and courtesy when dealing with visitors to the Company's offices and residences.

The Contractor shall notify the Security Manager of proposed disciplinary actions. In addition, the Company reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct, general order or Post Orders. The Contractor shall immediately replace such an employee to maintain continuity of Services at no additional cost to Company.

CONTRACTOR POLICIES OR PROCEDURES ADDRESSING THE CONDUCT MATTERS LISTED BELOW SHALL BE MADE AVAILABLE TO COMPANY AT THE EFFECTIVE DATE.

a. Appearance

The Company requires a favourable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favourable image. All Assigned Personnel shall wear a uniform while on duty with the exception of the PM. The Contractor shall ensure that Guards at all times present a neat appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.

b. Uniforms and Personal Equipment

The Assigned Personnel shall wear clean, neat, and complete uniforms when on duty. All employees shall wear uniforms or civilian clothes approved by Security Manager. The Contractor shall provide for each Guard and supervisor the uniforms and personal equipment listed in Annexure I. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms. The Contractor shall ensure that employees do not use, wear, or display any items of uniform or equipment while they are off-duty.

c. Contractor Guard Force- Company Employees Relationship

The Contractor has a direct supervisory role in the management of the Guard force. The Company Security personnel serve to provide guidance and oversight plus act as communications link between the Security Manager, other Company employees, and Contractor's Guard force. However, the Contractor Guard force is expected to response all direct requests by the Company Security. Normally the Company Security personnel shall seek to use the Contractor's supervisory Contractor Personnel to correct any deficiencies if possible or practical. Communication concerning any Company Security noted Guard force deficiencies shall be shared with Contractor supervisory Contractor Personnel. No solicitation of money or favours from any Company employees shall be tolerated.

d. Neglect of Duties

Includes but not limited to sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.



e. Disorderly Conduct

The use of abusive or offensive language, quarrelling, intimidation by words, actions, or fighting, is considered unacceptable performance under this Contract. Participation in disruptive activities that detract from the normal and efficient Company operations are also considered unacceptable performance.

f. Intoxicants

The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances producing similar effects. The Contractor policies or procedures addressing these matters shall be made available to Company at the Contractor Conference Meeting.

g. Consumption of Alcohol

Assigned Personnel shall not drink alcoholic beverages while on duty or eight hours before a period of duty. The Contractor shall not Post any Guard who has consumed alcohol during this period.

h. Relief by an Intoxicated Person

If a Contractor's Guard has reason to believe that his or her relief is intoxicated, the Guard shall not allow the relief to proceed. The Guard shall immediately ask a supervisor or the Security Manager for guidance.

i. Narcotics

Contractor shall not allow its employees to use narcotics or other controlled substances without a prescription from a licensed physician.

j. Use of Prescription Drugs

Any Assigned Personnel using prescription drugs shall report this condition to a supervisor before assuming Guard duty.

k. Criminal Actions

Assigned Personnel may be subject to criminal actions as allowed by law in certain circumstances, and immediate dismissal from the Contract. These criminal actions include but are not limited to the following:

- Falsification or unlawful concealment;
- Removal, mutilation, or destruction of any official documents or records;
- Concealment of material facts by wilful omission from official documents or records;
- Unauthorized use of COMPANY property, theft, vandalism, or immoral conduct;
- Unethical or improper use of official authority or credentials;
- Security violations;
- Organizing or participating in illegal gambling in any form.

l. Sexual Harassment

Contractor Personnel shall not engage in any conversation or activity which may be interpreted as sexual harassment against members of the same or opposite sex.



ANNEXURE J: VOLUNTARY PRINCIPLES OF SECURITY AND HUMAN RIGHTS

1. AGREEMENT ON VOLUNTARY PRINCIPLES ON SECURITY & HUMAN RIGHTS

- a. The Contractor agrees to cooperate with the Company in a way that allows the Company to meet its commitments to the Voluntary Principles on Security and Human Rights, including management participation in associated risk assessment and staff attendance at any training and awareness sessions in relation to the Voluntary Principles on Security and Human Rights that are deemed necessary by the Company.
- b. The Contractor warrants that none of its staff have been or are credibly implicated in human rights abuses.
- c. In any case where physical force is used or allegations of human rights abuses are made, the Contractor shall record and investigate the incident, take appropriate disciplinary action, and report the incident and actions taken to the Company.
- d. The Contractor shall provide medical aid to any injured persons where physical force is used, including to offenders.
- e. The Contractor shall report allegations of human rights abuses to relevant local law enforcement authorities when appropriate.
- f. The Company may terminate the Contract with immediate effect at any time where there is credible evidence of unlawful or abusive behaviour by Contractor Personnel.
- g. The Contractor agrees that the Company may audit the Contractor in relation to these responsibilities.
- h. The Contractor shall fully co-operate with all investigations into potential breaches of these conditions.

2. VOLUNTARY PRINCIPLES ON SECURITY & HUMAN RIGHTS

The detailed VPSHR which the Contractor shall adhere to follows on the proceeding pages.

Purpose:

The Parties recognize the importance of actions consistent with the terms of the Voluntary Principles on Security and Human Rights, promoting and protecting human rights and fundamental freedoms, and the principle that security is a fundamental need shared by all members of society alike.

Guidelines:

The Company is jointly owned by the United Republic of Tanzania and Willcroft Company Limited. The Company is required to abide by social responsibility principles, legal obligations, policies and guidelines as well as the law within the United Republic of Tanzania. The Company will be guided by these policies and principles to implement all security related initiatives and actions, and will provide its contractors with the required information and training, as best possible, to ensure they can also comply with these policies and principles

The Mine Site represents the complete area defined with coordinates and recorded in the official approval documents for the Special Mining License (SML) area.

1. Conduct

- 1.1. GardaWorld and its employees must adhere to the Company's policy on Voluntary Principles on Security and Human Rights (Policy Number WDL-SEC-16).
- 1.2. GardaWorld must adhere to the Company's Human Rights Policy and the Company's Code of Ethical Conduct.
- 1.3. GardaWorld and its employees must maintain confidentiality of sensitive information.
- 1.4. GardaWorld and its employees must not use torture, cruelty, or inhuman treatment.
- 1.5. GardaWorld and its employees must ensure the health of those in custody and provide medical assistance where needed.
- 1.6. GardaWorld and its employees must not engage in corrupt or criminal practices.
- 1.7. GardaWorld and must treat its employees in accordance with the national law (and in accordance with IFC Performance Standard 2).
- 1.8. GardaWorld and its employees must adhere to the Company's policy and procedures relating to its management of community grievances, namely Group Human Rights and Stakeholder Engagement Policies and Williamson's Stakeholder Engagement Policy (WDL -HR-29)

2. Use of Force

Restraint and caution must be exercised consistent with international guidelines on the use of force; in particular, the Basic Principles on Use of Force and Firearms by Law Enforcement Officials and including the following key elements:

- 2.1. Use of force should be evaluated and the use of weapons carefully controlled. GardaWorld agrees to immediately inform the Company of any security incident involving use of weapons or use of force, and of any alleged or possible human rights violation or abuse in which its personnel was involved while performing their duties in relation to the Company's property, facilities or personnel. GardaWorld and The Company will promptly investigate and resolve all such incidents, potential violations or abuses in accordance with national and international law, and report them for investigation by the appropriate authorities. The Company will be fully and regularly informed of progress in the investigation or proceedings following the investigation. GardaWorld agrees to suspend any personnel, under investigation and while being prosecuted, from his/her duty in and around the Mine area. GardaWorld further agree to immediately dismiss any personnel, found guilty of been involved in criminal activity and/or corruption and/or transgressing company policy/procedures.



- 2.2. If GardaWorld or an appropriate official investigation finds that GardaWorld personnel used disproportionate force, violated or contravened the Security and Human Rights Standards, human rights or international humanitarian law, or agreements on the use of weapons or other equipment, that personnel shall be subject to appropriate disciplinary action by GardaWorld and/or be reported to the appropriate authorities, and GardaWorld shall take appropriate action to prevent recurrence.
- 2.3. None violent (minimum force) means should be used before resorting to force and the use of firearms.
- 2.4. When force must be used to protect human life, it should be proportionate to the threat and should seek to minimise injury.
- 2.5. Medical assistance should be provided, to all injured persons, as soon as safely possible.

3. Policy

GardaWorld is required to have or to produce key internal policies that commit the organization to proper standards, aligned to The Company Policies and Standards, to ensure that its employees understand and adhere to the standards, and to enforce them.

- 3.1. This includes having written policies on conduct and use of force, guidelines as follow:
 - a. Compel compliance with lawful commands.
 - b. Overcome physical resistance by a subject.
 - c. Prevent escape or restrain a subject for purposes of an arrest based on probable cause.
 - d. Detain or restrain a subject during an investigatory stop based on articulable reasonable suspicion.
 - e. Preempt a risk of injury to the officer or others (self-defense or defense of others).
 - f. Achieve other legitimate law enforcement purposes when mere presence and verbal commands fail.
- 3.2. Having a policy to perform pre-employment screening for all supervisors, guards, consultants, security specialists, and other staff, which identifies any history of abuse or wrongdoing. At a minimum, these checks should include police records and criminal litigation checks, as well as checks with former employers.
- 3.3. Having a policy on reporting and inquiry into allegations of unlawful or abusive behaviour and all use-of-force incidents, followed by appropriate disciplinary action.

4. Training: Weapons Training

- 4.1. Each security guard must be certified as qualified for use of any weapon by an officer from the Tanzania police force appointed by the Regional police commander before being issued a weapon.



4.2. Security officials that carries weapons must be in possession of documentation, legal compliance, and permit of issue, in line with legal requirements in Tanzania law that governs the use of fire arms.

4.3. Qualification to acquire and retain this competency must be implement by GardaWorld to ensure compliance with Tanzanian law on the carry and use of fire arms.

5. Training: Use-of-Force

This should include:

5.1. Use-of-force technique training, with a focus on step by step de-escalation of force training, as per point 3.1, and practice through structured, scenario-based, performance-oriented (learning-by-doing) training.

5.2. Where, in what circumstances, and under what conditions it is lawful and in accordance with company policy and Tanzanian Law, to use force of any kind.

5.3. The maximum level of force authorised.

5.4. Emphasis that any use of force must be a last resort and proportionate and appropriate to the threat. (reasonable man test)

5.5. Emphasis that lethal force can only be used if there is an imminent threat to life or of great bodily harm and should comply with the Tanzanian Law regarding the use of lethal force, guidelines as follow:

- a. Exercise restraint in such use and act in proportion to the seriousness of the offence and the legitimate objective to be achieved;
- b. Minimize damage and injury, and respect and preserve human life;
- c. Ensure that assistance and medical aid are rendered to any injured or affected persons at the earliest possible moment;
- d. Ensure that relatives or close friends of the injured or affected person are notified at the earliest possible moment.
- e. Where injury or death is caused by the use of force and firearms by law enforcement officials, they shall report the incident promptly to their superiors.
- f. Governments shall ensure that arbitrary or abusive use of force and firearms by law enforcement officials is punished as a criminal offence under their law.
- g. Exceptional circumstances such as internal political instability or any other public emergency may not be invoked to justify any departure from these basic principles.

6. Training: Appropriate Conduct

Training should emphasize avoidance of unlawful or abusive behavior. This training should clearly define abusive behavior in relation to reasonable and lawful behaviour and point out sanctions; it should also inform trainees of national laws and international standards on human rights that the company – and they as employees of GardaWorld – must observe and comply with. Two important documents include:



6.1. UN Basic Principles on Use of Force and Firearms by Law Enforcement Officials.

6.2. UN Code of Conduct for Law Enforcement Officials.

7. Training: Company Policy

7.1. The Company shall provide training and/or refresher on an annual basis to GardaWorld personnel on its policy on Voluntary Principles on Security and Human Rights (Policy Number WDL-SEC-16), Human Rights Policy and the Code of Ethical Conduct. All new GardaWorld personnel employed to work on Mwadui mine shall receive training on these policies as part of their induction into GardaWorld, and prior to commencing work on the mine.

7.2. GardaWorld will specifically ensure that all personnel receive adequate procedural or knowledge training in: Basic guarding skills, Guard-post orders and procedures, and Health, Safety, and Environment (HSE).

7.3. The Company shall keep and maintain records of all training sessions held for GardaWorld personnel, and for all induction processes followed for new employees of GardaWorld, which includes training on the VPSHR and on the areas set out in clauses 4, 5, 6, and 7.1.

7.4. GardaWorld management, will in cooperation with company security management, ensure that training of their members and personnel remain relevant, keep record of training provided, assist in identifying shortcoming, and assist in addressing training "gaps" in ensuring an expectable level of training.

8. Equipment

GardaWorld must ensure that all employees are provided with the appropriate equipment to undertake their responsibilities. This equipment includes a proper uniform with appropriate identification, hand radio, torch, button, handcuffs, firearm, helmet, and shield and body armor.

9. Auditing

The Company reserves the right to conduct periodic audits of GardaWorld to:

9.1. Ensure GardaWorld's background-check proves.

9.2. Audit and review GardaWorld's employee background checks.

9.3. Review GardaWorld's personnel records for all of the guards and security staff it provides.

9.4. Audit incident/allegation responses.

The Company further reserves the right to conduct both scheduled and unannounced reviews and audits of the training programme and observation of training events. This may include

- 9.5. Reviewing GardaWorld's training programme to confirm that the training is scheduled and being conducted.
- 9.6. Reviewing lesson plans to make sure they meet the proper standard.
- 9.7. Confirming the qualifications of the instructor(s).
- 9.8. Ensuring that there is a [insert eg. pass/fail] performance test to verify that the student mastered the material.
- 9.9. Reviewing the certification process to guarantee that all the security personnel assigned to the company attended the training and have passed a minimum standard.
- 9.10 Request an annual training program, drafted by GardaWorld, to ensure that all required training are planned, providing the company with a mapped plan and the ability to hold GardaWorld to account in assuring that training do take place as projected.

10. Sanctions

- 10.1. The Company will apply sanctions, including but not limited to withholding payment for services, if GardaWorld does not meet the performance expectations outlined in this addendum.
- 10.2. The Company will terminate the contract where there are multiple failures to meet expectations or there is evidence of unlawful or abusive behaviour by GardaWorld's employees.

11. Support by the Company

- 11.1. Pursuant to the Voluntary Principles and the U.N. Code of Conduct for Law Enforcement Officials, GardaWorld and the Company, as appropriate, will seek to assist in having medical care promptly provided to anyone receiving physical or life threatening injuries injured in the event of a violent confrontation between GardaWorld in and around the project area.
- 11.2. None of the support identified in this Addendum creates any private right of action against the Company or WDL by GardaWorld or GardaWorld personnel, including in connection with any legal duty of care related to the provision of support.
- 11.3. The Company's point of contact for all complaints or issues regarding this Addendum shall be the Mine Chief security Manager or any other person appointed by the General Manager for the same reason.
- 11.4. GardaWorld point of contact for all complaints or issues regarding this Addendum is the Area Manager or such other person as may be nominated by The Regional Manager.
- 11.5. A formal meeting shall take place once per month between the Mine Chief Security Manager (or designate) and the GardaWorld point of contact (or designate).



Prior to each meeting, the Mine Chief Security Manager shall provide an agenda of issues to be discussed to participating parties. Minutes of this meeting shall be kept by the Mine Chief Security Manager.

- 11.6. These monthly meetings shall include a discussion on security issues of mutual concern, including any security incidents and complaints against GardaWorld personnel that have been provided to the Company. The Company and GardaWorld agree to consult on a quarterly basis with local communities regarding impacts of public security activities, and to identify community concerns regarding security-related matters and minutes of this meeting shall be kept by the Mine Chief Security Manager.



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Acknowledging that home governments and multilateral institutions may, on occasion, assist host governments with security sector reform, developing institutional capacities and strengthening the rule of law, we recognize the important role Companies and civil society can play in supporting these efforts;

We hereby express our support for the following voluntary principles regarding security and human rights in the extractive sector, which fall into three categories, risk assessment, relations with public security, and relations with private security:

RISK ASSESSMENT

The ability to assess accurately risks present in a Company's operating environment is critical to the security of personnel, local communities and assets; the success of the Company's short and long-term operations; and to the promotion and protection of human rights. In some circumstances, this is relatively simple; in others, it is important to obtain extensive background information from different sources; monitoring and adapting to changing, complex political, economic, law enforcement, military and social situations; and maintaining productive relations with local communities and government officials.

The quality of complicated risk assessments is largely dependent on the assembling of regularly updated, credible information from a broad range of perspectives – local and national governments, security firms, other companies, home governments, multilateral institutions, and civil society knowledgeable about local conditions. This information may be most effective when shared to the fullest extent possible (bearing in mind confidentiality considerations) between Companies, concerned civil society, and governments.

Bearing in mind these general principles, we recognize that accurate, effective risk assessments should consider the following factors:

Identification of security risks. Security risks can result from political, economic, civil or social factors. Moreover, certain personnel and assets may be at greater risk than others. Identification of security risks allows a Company to take measures to minimize risk and to assess whether Company actions may heighten risk.

Potential for violence. Depending on the environment, violence can be widespread or limited to particular regions, and it can develop with little or no warning. Civil society, home and host government representatives, and other sources should be consulted to identify risks presented by the potential for violence. Risk assessments should examine patterns of violence in areas of Company operations for educational, predictive, and preventative purposes.

Human rights records. Risk assessments should consider the available human rights records of public security forces, paramilitaries, local and national law enforcement, as well as the reputation of private security. Awareness of past abuses and allegations can help Companies to avoid recurrences as well as to promote accountability. Also, identification of the capability of the above entities to respond to situations of violence in a lawful manner (i.e.,

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consistent with applicable international standards) allows Companies to develop appropriate measures in operating environments.

Rule of law. Risk assessments should consider the local prosecuting authority and judiciary's capacity to hold accountable those responsible for human rights abuses and for those responsible for violations of international humanitarian law in a manner that respects the rights of the accused.

Conflict analysis. Identification of and understanding the root causes and nature of local conflicts, as well as the level of adherence to human rights and international humanitarian law standards by key actors, can be instructive for the development of strategies for managing relations between the Company, local communities, Company employees and their unions, and host governments. Risk assessments should also consider the potential for future conflicts.

Equipment transfers. Where Companies provide equipment (including lethal and non-lethal equipment) to public or private security, they should consider the risk of such transfers, any relevant export licensing requirements, and the feasibility of measures to mitigate foreseeable negative consequences, including adequate controls to prevent misappropriation or diversion of equipment which may lead to human rights abuses. In making risk assessments, companies should consider any relevant past incidents involving previous equipment transfers.

INTERACTIONS BETWEEN COMPANIES AND PUBLIC SECURITY

Although governments have the primary role of maintaining law and order, security and respect for human rights, Companies have an interest in ensuring that actions taken by governments, particularly the actions of public security providers, are consistent with the protection and promotion of human rights. In cases where there is a need to supplement security provided by host governments, Companies may be required or expected to contribute to, or otherwise reimburse, the costs of protecting Company facilities and personnel borne by public security. While public security is expected to act in a manner consistent with local and national laws as well as with human rights standards and international humanitarian law, within this context abuses may nevertheless occur.

In an effort to reduce the risk of such abuses and to promote respect for human rights generally, we have identified the following voluntary principles to guide relationships between Companies and public security regarding security provided to Companies:

Security Arrangements

Companies should consult regularly with host governments and local communities about the impact of their security arrangements on those communities.

Companies should communicate their policies regarding ethical conduct and human rights to public security providers, and express their desire that



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security be provided in a manner consistent with those policies by personnel with adequate and effective training.

Companies should encourage host governments to permit making security arrangements transparent and accessible to the public, subject to any overriding safety and security concerns.

Deployment and Conduct

The primary role of public security should be to maintain the rule of law, including safeguarding human rights and deterring acts that threaten Company personnel and facilities. The type and number of public security forces deployed should be competent, appropriate and proportional to the threat.

Equipment imports and exports should comply with all applicable law and regulations. Companies that provide equipment to public security should take all appropriate and lawful measures to mitigate any foreseeable negative consequences, including human rights abuses and violations of international humanitarian law.

Companies should use their influence to promote the following principles with public security: (a) individuals credibly implicated in human rights abuses should not provide security services for Companies; (b) force should be used only when strictly necessary and to an extent proportional to the threat; and (c) the rights of individuals should not be violated while exercising the right to exercise freedom of association and peaceful assembly, the right to engage in collective bargaining, or other related rights of Company employees as recognized by the Universal Declaration of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.

In cases where physical force is used by public security, such incidents should be reported to the appropriate authorities and to the Company. Where force is used, medical aid should be provided to injured persons, including to offenders.

Consultation and Advice

Companies should hold structured meetings with public security on a regular basis to discuss security, human rights and related work-place safety issues. Companies should also consult regularly with other Companies, host and home governments, and civil society to discuss security and human rights. Where Companies operating in the same region have common concerns, they should consider collectively raising those concerns with the host and home governments.

In their consultations with host governments, Companies should take all appropriate measures to promote observance of applicable international law enforcement principles, particularly those reflected in the UN Code of Conduct for Law Enforcement Officials and the UN Basic Principles on the Use of Force and Firearms.



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We hereby express our support for the following voluntary principles regarding security and human rights in the extractive sector, which fall into three categories, risk assessment, relations with public security, and relations with private security:

RISK ASSESSMENT

The ability to assess accurately risks present in a Company's operating environment is critical to the security of personnel, local communities and assets; the success of the Company's short and long-term operations; and to the promotion and protection of human rights. In some circumstances, this is relatively simple; in others, it is important to obtain extensive background information from different sources; monitoring and adapting to changing, complex political, economic, law enforcement, military and social situations; and maintaining productive relations with local communities and government officials.

The quality of complicated risk assessments is largely dependent on the assembling of regularly updated, credible information from a broad range of perspectives – local and national governments, security firms, other companies, home governments, multilateral institutions, and civil society knowledgeable about local conditions. This information may be most effective when shared to the fullest extent possible (bearing in mind confidentiality considerations) between Companies, concerned civil society, and governments.

Bearing in mind these general principles, we recognize that accurate, effective risk assessments should consider the following factors:

Identification of security risks. Security risks can result from political, economic, civil or social factors. Moreover, certain personnel and assets may be at greater risk than others. Identification of security risks allows a Company to take measures to minimize risk and to assess whether Company actions may heighten risk.

Potential for violence. Depending on the environment, violence can be widespread or limited to particular regions, and it can develop with little or no warning. Civil society, home and host government representatives, and other sources should be consulted to identify risks presented by the potential for violence. Risk assessments should examine patterns of violence in areas of Company operations for educational, predictive, and preventative purposes.

Human rights records. Risk assessments should consider the available human rights records of public security forces, paramilitaries, local and national law enforcement, as well as the reputation of private security. Awareness of past abuses and allegations can help Companies to avoid recurrences as well as to promote accountability. Also, identification of the capability of the above entities to respond to situations of violence in a lawful manner (i.e.,

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Companies should support efforts by governments, civil society and multilateral institutions to provide human rights training and education for public security as well as their efforts to strengthen state institutions to ensure accountability and respect for human rights.

Responses to Human Rights Abuses

Companies should record and report any credible allegations of human rights abuses by public security in their areas of operation to appropriate host government authorities. Where appropriate, Companies should urge investigation and that action be taken to prevent any recurrence.

Companies should actively monitor the status of investigations and press for their proper resolution.

Companies should, to the extent reasonable, monitor the use of equipment provided by the Company and to investigate properly situations in which such equipment is used in an inappropriate manner.

Every effort should be made to ensure that information used as the basis for allegations of human rights abuses is credible and based on reliable evidence. The security and safety of sources should be protected. Additional or more accurate information that may alter previous allegations should be made available as appropriate to concerned parties.

INTERACTIONS BETWEEN COMPANIES AND PRIVATE SECURITY

Where host governments are unable or unwilling to provide adequate security to protect a Company's personnel or assets, it may be necessary to engage private security providers as a complement to public security. In this context, private security may have to coordinate with state forces, (law enforcement, in particular) to carry weapons and to consider the defensive local use of force. Given the risks associated with such activities, we recognize the following voluntary principles to guide private security conduct:

Private security should observe the policies of the contracting Company regarding ethical conduct and human rights; the law and professional standards of the country in which they operate; emerging best practices developed by industry, civil society, and governments; and promote the observance of international humanitarian law.

Private security should maintain high levels of technical and professional proficiency, particularly with regard to the local use of force and firearms.

Private security should act in a lawful manner. They should exercise restraint and caution in a manner consistent with applicable international guidelines regarding the local use of force, including the UN Principles on the Use of Force and Firearms by Law Enforcement Officials and the UN Code of Conduct for Law Enforcement Officials, as well as with emerging best practices developed by Companies, civil society, and governments.

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Private security should have policies regarding appropriate conduct and the local use of force (e.g., rules of engagement). Practice under these policies should be capable of being monitored by Companies or, where appropriate, by independent third parties. Such monitoring should encompass detailed investigations into allegations of abusive or unlawful acts; the availability of disciplinary measures sufficient to prevent and deter; and procedures for reporting allegations to relevant local law enforcement authorities when appropriate.

All allegations of human rights abuses by private security should be recorded. Credible allegations should be properly investigated. In those cases where allegations against private security providers are forwarded to the relevant law enforcement authorities, Companies should actively monitor the status of investigations and press for their proper resolution.

Consistent with their function, private security should provide only preventative and defensive services and should not engage in activities exclusively the responsibility of state military or law enforcement authorities. Companies should designate services, technology and equipment capable of offensive and defensive purposes as being for defensive use only.

Private security should (a) not employ individuals credibly implicated in human rights abuses to provide security services; (b) use force only when strictly necessary and to an extent proportional to the threat; and (c) not violate the rights of individuals while exercising the right to exercise freedom of association and peaceful assembly, to engage in collective bargaining, or other related rights of Company employees as recognized by the Universal Declaration of Human Rights and the ILO Declaration on Fundamental Principles and Rights at Work.

In cases where physical force is used, private security should properly investigate and report the incident to the Company. Private security should refer the matter to local authorities and/or take disciplinary action where appropriate. Where force is used, medical aid should be provided to injured persons, including to offenders.

Private security should maintain the confidentiality of information obtained as a result of its position as security provider, except where to do so would jeopardize the principles contained herein.

To minimize the risk that private security exceed their authority as providers of security, and to promote respect for human rights generally, we have developed the following additional voluntary principles and guidelines:

Where appropriate, Companies should include the principles outlined above as contractual provisions in agreements with private security providers and ensure that private security personnel are adequately trained to respect the rights of employees and the local community. To the extent practicable, agreements between Companies and private security should require investigation of unlawful or abusive behavior and appropriate disciplinary

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Companies where there is credible evidence of unlawful or abusive behavior by private security personnel.

Companies should consult and monitor private security providers to ensure they fulfill their obligation to provide security in a manner consistent with the principles outlined above. Where appropriate, Companies should seek to employ private security providers that are representative of the local population.

Companies should review the background of private security they intend to employ, particularly with regard to the use of excessive force. Such reviews should include an assessment of previous services provided to the host government and whether these services raise concern about the private security firm's dual role as a private security provider and government contractor.

Companies should consult with other Companies, home country officials, host country officials, and civil society regarding experiences with private security. Where appropriate and lawful, Companies should facilitate the exchange of information about unlawful activity and abuses committed by private security providers.