

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF TRANSPORTATION SERVICES
TO VERGENOEG MINING COMPANY (PTY) LTD
EFFECTIVE : 13 OCTOBER 2025

1. PURPOSE OF THE TERMS AND CONDITIONS

The purpose of this document is to establish the general terms and conditions which regulate the provision of the transportation services ("**Transportation Services**") rendered by the Service Provider to Vergenoeg Mining Company (Pty) Ltd ("**VMC**").

2. SCOPE OF APPLICATION

These Standard Terms and Conditions shall apply to Transportation Services. Any amendment to, or deviation from, these Standard Terms and Conditions by the Service Provider must be in writing and accepted by VMC.

3. CONDITIONS OF SERVICE

3.1. The Service Provider shall be responsible for delivering the relevant products to the relevant address ("**Delivery Point**") as contained in the roadmap issued by VMC to the Service Provider ("**Roadmap**"). Further, the Service Provider shall be responsible for ensuring that the Goods are delivered to the correct Delivery Point/s and on the required date of delivery.

3.2. In the event:

3.2.1. that the Service Provider utilises the services of a sub-contractor, the Service Provider shall remain liable to VMC in accordance with these Terms and Conditions and shall be responsible and/or liable for the direct and/or indirect actions of its sub-contractors, including any harm or damage which such sub-contractors may cause to VMC in rendering the Transportation Services;

3.2.2. of any ambiguity or uncertainty in respect of Transportation Services, such ambiguity or uncertainty must be referred to VMC immediately. Incorrect performance in terms of an instruction from VMC containing an ambiguity or uncertainty shall be at the risk of the Service Provider. The interests of VMC hold priority towards the interpretation of the ambiguous or unclear provision in the instructions, VMC may reject a performance if it is not as required by VMC, notwithstanding any ambiguity which may be alleged or found by the Service Provider; and

3.2.3. that the Service Provider is not able to comply with the terms of request from VMC for Transportation Services, whether in respect of the quantity of the goods and/or Transportation Services, time of delivery/collection or any other matter contained in the

Roadmap or to which the Transportation Services relate, the Service Provider is required to notify VMC immediately and performance should not be executed before a suitable amendment to the instructions is made by VMC.

3.3. Delivery of the VMC products to a Delivery Point shall only take place during the designated delivery times applicable to such Delivery Point ("**the Delivery Times**"). The onus rests on the Service Provider to confirm the Delivery Times with VMC, with respect to the relevant Delivery Point(s) prior to the Service Provider's performance of the Transportation Services, and no deliveries to a Delivery Point will be accepted outside of the Delivery Times of such Delivery Point unless a prior arrangement has been made with the relevant VMC representative at the Delivery Point/s. Under no circumstances whatsoever shall the Service Provider have any claim in respect of damages and/or losses arising directly or indirectly from rejection by VMC of a delivery outside of the applicable Delivery Time/s.

3.4. The Transportation Services must be rendered strictly in accordance with VMC's instructions, and these standard terms and conditions.

3.5. If additional Transportation Services beyond what was requested by VMC, VMC shall not pay for such additional Transportation Services if VMC has not authorised the procurement of such additional Transportation Services.

3.6. Unless other arrangements have been made in writing prior to performance, the Service Provider shall at its own cost provide all labour, equipment, or facilities necessary for:

3.6.1. off-loading of the transported Goods at the Delivery Point;

3.6.2. loading the Goods/material/ product onto the relevant vehicle, at VMC's premises or any other premise designated by VMC; and

3.6.3. rendering the Transportation Services.

4. **INSPECTION**

VMC and/or its representatives shall have the right at all reasonable times, upon 2 (two) days' prior written notice, to have access to the vehicles utilised to render the Transportation Services for inspection purposes. VMC and/or its representatives may reject the Transportation Services with no consequences for the loss and/or damages incurred by the Service Provider, if the Vehicles, in VMC's sole and absolute discretion, do not conform to the requirements of these Terms and Conditions.

5. **ROLE AND DUTIES OF THE SERVICE PROVIDER**

5.1. The Parties agree that in providing the Transportation Services, the Service Provider shall act as an independent contractor, and its agents and employees, and any subcontractor's agents

and employees, shall be recruited, directed, and supervised by the Service Provider, and shall remain solely subject to the Service Provider's managing control and authority. Accordingly, VMC shall not be required to engage directly with any of the Service Provider's agents and employees, and any subcontractor's agents and employees. VMC's commercial relationship shall be strictly with the Service Provider.

5.2. The Service Provider shall be liable for the negligent and wilful acts or omissions of its subcontractors and/or the subcontractor's agents and/or employees as if they were the acts and omissions of the Service Provider and the Service Provider hereby indemnifies and holds VMC harmless against any and all claims, demands, proceedings, actions, costs, charges, expenses, loss, damage or injury suffered by VMC or a third party in connection with the i) Transportation Services and ii) the conduct of the Service Provider's subcontractor's, agents and employees, and any subcontractor's agents and employees.

5.3. The Service Provider shall provide the Transportation Services by means of its own personnel, duly appointed in accordance with the applicable laws, and having the training, experience and qualifications required for the proper performance of the Transportation Services.

5.4. The Parties specifically agree that the Service Provider may sub-contract any aspects of the Transportation Services to a third party. However, prior to such sub-contractor being appointed, the Service Provider must obtain VMC's prior written approval to sub-contract any aspects of the Transportation Services.

5.5. Further, the Parties specifically agree that any appointed sub-contractor shall not further sub-contract any aspects of the Transportation Services.

5.6. In the event that the Service Provider appoints a subcontractor, the Service Provider must furnish VMC with the information required in clause 5.8.12 in respect of the sub-contractor, prior to such appointment.

5.7. The Service Provider shall assume full responsibility for the Transportation Services that it has sub-contracted to third parties and shall respond in any case to VMC for any circumstance arising from the performance of the sub-contracted Transportation Services, the Standard Terms and Conditions or any applicable laws.

5.8. The Service Provider shall have the following duties in terms of these Standard Terms and Conditions:

5.8.1. obtaining and maintaining all necessary insurance required by any applicable laws, the provisions of these Standard Terms and Conditions or any instructions received from VMC;

- 5.8.2. maintain its vehicles in good working order;
- 5.8.3. comply with VMC's traffic management policies and procedures;
- 5.8.4. ensure that a thorough due diligence process is undertaken prior to appointing any sub-contractor or changing any sub-contractor to perform any aspects of the Transportation Services, contemplated herein;
- 5.8.5. obtain and maintain accurate and up to date tracking details of the transportation vehicles used by any sub-contractor(s) in the provision of the Transportation Services;
- 5.8.6. obtain and maintain accurate and up to date insurance information from subcontractors whose services or vehicles are used in the provision of the Transportation Services contemplated herein in accordance with clause 12. The obligation to show proof of such insurance shall rest with the Service Provider, and the Service Provider must ensure that all insurance requirements contemplated in clause 12 are met for the Transportation Services irrespective of whether the Transportation Services have been sub-contracted;
- 5.8.7. ensure that legally binding agreements, with appropriate warranties and indemnities, are negotiated and signed by the Service Provider and any subcontractors which are contracted to provide any aspect of the Transportation Services;
- 5.8.8. ensure that tracking systems and tracking software is installed in each vehicles utilised for the provision of the Transportation Services which enables VMC and the Service Provider to track such vehicles in real-time and to keep accurate record of each trip. Such records shall include descriptions of the exact routes and times for the duration of the trip;
- 5.8.9. provide VMC access, at any time, to live, real-time data of the tracking systems or software installed in the vehicle(s) utilised for the Transportation Services;
- 5.8.10. provide VMC with standard trucks and/or other necessary vehicles, fit for purpose, to perform the Transportation Services. For the avoidance of doubt, the Parties specifically agree that the Service Provider shall not be entitled to unilaterally or haphazardly change the sub-contractor and/or trucks and vehicles to be used by the Service Provider in the provision of the Transportation Services without first notifying VMC and obtaining VMC's prior written consent to the changing of the sub-contractor or the necessary Transportation Services trucks/vehicles;
- 5.8.11. ensure that all VMC's products/material which require to be transported are correctly collected from VMC's premises or other designated collection point and delivered timeously to the Delivery Point(s) which VMC may advise the Service Provider in writing, without delay and without sub-contractor related confusion and difficulties. The Parties

agree that the potential of delays and the unsecured provision of the Transportation Services are important reasons for the limitation of the Service Provider changing sub-contractors haphazardly and without notice or permission;

5.8.12. on the day of acceptance of these Terms and Conditions, the Service Provider shall furnish VMC with the following information:

5.8.12.1. the horse and trailer registration numbers to be used for the provision of the specific Transportation Services;

5.8.12.2. the vehicle identification number of the specific vehicle(s) to be used in the provision of the Transportation Services;

5.8.12.3. name, identity number and drivers licence number of the appointed driver who will come to collect the material, and whose details cannot be changed without written approval from VMC;

5.8.12.4. confirmation of whether the vehicle is owned by the Service Provider or not. If the vehicle is not owned by the Service Provider, then the Service Provider is obliged to provide VMC with the name of the sub-contracting company that the service provider has appointed and a copy of their sub-contracting agreement on the day of acceptance of these Terms and Conditions;

5.8.13. ensure that any changes to the details of the Transportation Services vehicle(s) is/are reported to VMC in writing, at least 5 (five) business days prior to the collection of VMC's product(s)/material, as part of the provision of the Transportation Services. VMC reserves the right to refuse the change in the Transportation Services vehicle(s), and may elect to utilise an alternative service provider, should the Service Provider be unwilling or unable to comply with VMC's instructions;

5.8.14. once a load is in transit, no changes must be made to the horse without informing VMC prior to the proposed change(s) being made;

5.8.15. in the event of any delays or breakdowns while in transit, the Service Provider should notify VMC within 8 hours of the event occurring. Failure to do such will be deemed a material breach of the obligations under these Terms and Conditions;

5.8.16. ensure that the Service Provider's employees use protective clothing and equipment as required by VMC by the applicable health and safety laws including the Mine Health and Safety Act, 1996 ("**MHSA**");

5.8.17. ensure that it and its employees observe VMC's security rules at all times and that its employees shall not enter into any area(s) of VMC's premises which are not directly associated with the provision of the Transportation Services;

- 5.8.18. ensure that only competent personnel are employed in operations involving skills affecting the quality of the Transportation Services. Should the competence of any member of the Service Provider's workforce be in doubt, VMC may order that the member be sent for additional training at the Service Provider's account and/or that member be replaced with a competent person to perform that work;
- 5.8.19. ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on VMC, its employees or any other third parties during the rendering of the Transportation Services;
- 5.8.20. report immediately to VMC's health and safety representative anything which appears unsafe or unhealthy at the site on which the Transportation Services are rendered;
- 5.8.21. exercise the utmost good faith in all of its dealings with VMC and not do anything or allow anything to be done which does or is likely to prejudice VMC's goodwill;
- 5.8.22. provide and supply all labour and have adequate skills to run the operations safely and productively and provided all plant and equipment, vehicles, materials, consumables, facilities and/or services necessary to carry out the Transportation Services. The equipment utilised must be sufficient to undertake the Transportation Services.
- 5.8.23. ensuring compliance with all applicable laws including environmental laws, and health and safety laws and protocols during the rendering of the Transportation Services;
- 5.8.24. properly maintain all plant, machinery, equipment, vehicles and/or facilities of whatsoever nature necessary to render the Transportation Services and to immediately repair any damage thereto;
- 5.8.25. be responsible for the employment and adequate training of all its workers, employees, operators, and supervisors who are suitably qualified, skilled, and medically fit to undertaking all duties and responsibilities required for the Transportation Services , and in addition, be responsible for all aspects of the remuneration, safety, and accommodation of such personnel as well as all arrangements for transport thereof that may be required;
- 5.8.26. provide approved personal protective equipment of good quality and include protective equipment as per the job profile and florescent jacket to each personnel which must be in use at all times while performing the Transportation Services on the relevant site; and

5.8.27. complying with any directives or instructions given to the Service Provider by VMC.

6. SPECIFIC WARRANTIES PROVIDED TO VMC BY THE SERVICE PROVIDER

6.1. Notwithstanding anything to the contrary, the Service Provider hereby gives VMC the following warranties, namely that the Service Provider warrants that:

6.1.1. it has the necessary skill, expertise, experience and suitably qualified personnel to professionally and timeously execute the performance of the Transportation Services;

6.1.2. the Service Provider shall provide the Transportation Services to VMC, in accordance with the provisions of these Terms and Conditions, VMC's lawful instructions and clause 5 above. Failure by the Service Provider to deliver the Transportation Services to VMC, in accordance with the provisions of any of the sub-clauses in clause 5 above shall be considered a material breach of these Terms and Conditions and the Service Provider shall be liable to VMC for any loss, harm or damage which VMC may experience as a result of the Service Provider providing the Transportation Services in a manner which is contrary to the provisions of clause 5 above;

6.1.3. no adverse environmental consequence shall arise as a result of the Service Provider performing the Transportation Services. Should such an adverse environmental consequence arise, the Service Provider shall take full responsibility and accountability for the adverse environmental consequence occasioned by the Service Provider's actions, including the actions of its employees, sub-contractors, affiliates, directors or management staff;

6.1.4. during the conduct of the Transportation Services, the Service Provider shall take the utmost care of VMC's Goods, product(s) and/or material(s) and prevent contamination, impurification or any other harm or loss of quality from occurring to VMC's Goods. If such harm were to occur, the Service Provider shall pay the cost of the associated loss to VMC, so as to restore VMC to its original position, before the occurrence of the contamination or harm to VMC's Goods;

6.1.5. it shall adhere VMC's reasonable instructions and the provisions of these Terms and Conditions, including the provisions related to the procurement of appropriate insurance cover;

6.1.6. the Service Provider shall not subcontract any aspects of the Transportation Services to any third party without notifying VMC and obtaining VMC's prior written consent;

6.1.7. if the Service Provider subcontracts any aspects of the Transportation Services, the Service Provider must obtain and furnish VMC with the same basic information of the subcontractor as that which the Service Provider has provided to VMC;

6.1.8. the Service Provider will implement robust health and safety protocols on the site at which it renders the Transportation Services. Should an adverse health and safety incident occur at the relevant site, the Service Provider shall assume full responsibility for such an event, unless the occurrence of such an event is directly attributable to VMC's actions;

- 6.1.9. the representative of the Service Provider has been duly authorised to represent the Service Provider in respect of all dealings with VMC (this includes the authority to bind the Service Provider to these Standard Terms and Conditions and/or any legal agreements);
- 6.1.10. VMC shall be provided with all records, reports, diagrams and plans which directly or indirectly relate to the Transportation Services, upon request, which request shall not be unreasonably made;
- 6.1.11. the Service Provider is not involved in any corrupt practices, it is not under any national or international sanctions and is not otherwise involved in any illegal transactions which could bring VMC's name into disrepute;
- 6.1.12. the Service Provider does not have any pending or ongoing litigation, arbitration, investigation, or administrative proceeding(s) launched against it which may threaten the Service Provider's ability to effectively and efficiently render the Transportation Services to VMC;
- 6.1.13. the Service Provider is not subject to any obligation or non-compliance which is likely to have a material adverse effect on its ability to render the Transportation Services effectively and efficiently to VMC; and
- 6.1.14. notwithstanding anything to the contrary:
- 6.1.14.1. the above warranties shall be binding on the Service Provider's successors in title;
 - 6.1.14.2. the above warranties are valid, binding and enforceable against the Service Provider, who has no objection to providing VMC with the abovementioned warranties; and
 - 6.1.14.3. the warranties provided herein are severable from the rest of these Terms and Conditions and shall survive the termination of the Transportation Services or any other agreement concluded between VMC and the Service Provider.

7. GENERAL WARRANTIES

Each Party represents and warrants to the other Party that as at the date on which these Standard Terms and Conditions are effective:

- 7.1. it has the necessary power and legal capacity to enter into and perform its obligations under the Roadmap and these Standard Terms and Conditions and all matters contemplated herein, to sue and be sued in its own name, to carry on the business which it conducts and to own its assets;
- 7.2. it has taken all necessary corporate and/or internal action to authorise itself to be bound by these Standard Terms and Conditions;
- 7.3. the provisions of these Standard Terms and Conditions are and shall remain legally binding on it and the obligations imposed on it pursuant to these Standard Terms and

Conditions constitute its legal, valid and binding obligations, enforceable in accordance with their terms; and

7.4. the acceptance of these Standard Terms and Conditions and performance of its obligations does not and shall not:

7.4.1. contravene any law or regulation to which it is subject;

7.4.2. contravene any provision of its constitutional documents; or

7.4.3. conflict with, or result in a breach of any of the terms of, or constitute a default under any agreement or other instrument to which it is a party, or any licence or other authorisation to which it is subject, or by which it or any of its property or revenues are bound, so as to prevent it from performing its obligations under these Standard Terms and Conditions and the Roadmap.

8. OWN WORKPLACE TOOLS

8.1. Unless otherwise agreed between the Parties, the Transportation Services shall be provided by the Service Provider using the Service Provider's own machinery, vehicles, spare parts and fuel etc.

8.2. The machinery used by the Service Provider during the provision of the Transportation Services must be properly insured and comply with the requirements of all applicable laws.

8.3. The Service Provider shall provide its personnel with the appropriate work garments and the auxiliary elements required in each case to carry out the Transportation Services. When it is necessary, the Service Provider shall also make changing rooms with showers available to its employees.

9. BREACH

9.1. If a Party (the "**Defaulting Party**") commits any breach of these Standard Terms and Conditions and fails to remedy such breach within 10 (ten) Business Days (the "**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice (the "**Aggrieved Party**") will be entitled, at its option, to:

9.1.1. claim immediate specific performance by the Defaulting Party of the obligations which it has breached, with or without claiming damages; or

9.1.2. cancel the Transportation Services, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the date on which the notice is given.

9.2. The Aggrieved Party's remedies in terms of this condition 9 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

9.3. If the Service Provider fails to comply with the performance schedule, save when the delay is caused by a force majeure, VMC shall have the right to terminate the Transportation Services and claim any further or additional damages caused by late performance of the Service Provider's obligations to terminate, such as the cost of acquiring the services of third parties to comply with the stipulations of the Transportation Services.

10. PRICES, INVOICING AND PAYMENT

10.1. The transportation rate per tonne for loads transported for VMC by the Service Provider in relation to the Transportation Services ("**Rate**") shall be adjusted monthly in accordance with the diesel fuel price adjustments.

10.2. The Rate will be communicated by VMC to the Service Provider at the beginning of each month, prior to the rendering of the Transportation Services. The Rate shall be fixed for that month and shall not be subject to adjustments, variations or changes unless such adjustments, variations or changes are agreed to in writing by VMC.

10.3. The Service Provider shall issue the invoice for the Transportation Services provided in accordance with the Rate and with all applicable laws.

10.4. Payments shall be made by bank payment .

10.5. The invoice of the Transportation Services shall be paid after VMC has confirmed that the Transportation Services recorded in the Roadmap have been completed.

10.6. If the Service Provider fails to comply with any of its obligations contained herein, VMC may offset, defer and/or withhold any payments due to the Service Provider. Payment of an invoice shall not constitute VMC's waiver of any of its rights.

11. ENVIRONMENTAL RESPONSIBILITY

11.1. In the event of environmental harm linked to the negligence of the Service Provider and its staff, agents, or sub-contractors during the performance of the Transportation Services, the Service Provider shall, at its own cost, comply with all applicable laws, the provisions of the

current environmental laws applicable to such environmental harm, or instructions/conditions issued/imposed by VMC (this includes, but is not limited to, VMC's standards, procedures, or emergency processes) regarding the treatment and management of the said environmental harm.

11.2. The Service Provider shall be responsible, where appropriate, for compliance with all and any regulations on the use and storage of chemical products in the work areas and shall assume responsibility for non-compliance with any environmental obligations or any failure to uphold the these Terms and Conditions.

12. INSURANCE

12.1. The Service Provider warrants that the Service Provider has and shall, for the duration of the performance of the Transportation Services in terms of these Standard Terms and Conditions, maintain adequate and appropriate third-party and public liability insurance.

12.2. The Service Provider must ensure that the equipment and the vehicles used to render the Transportation Services together with the VMC Goods/products are insured against any losses, third party personal injury and/or third-party property damage liability. Proof of insurance must be made available to VMC prior to the commencement of the Transportation Services.

12.3. For the avoidance of doubt, the public liability insurance procured by the Service Provider must also cover all consequential losses of any nature that the Service Provider or VMC may suffer because of the Service Provider rendering the Transportation Services or otherwise executing any mandate or instruction received from VMC contained in or relating to the Transportation Services. This includes, without limitation, sudden environmental contamination, explosions, and machinery malfunction/breakdown.

12.4. The Service Provider shall, upon written request from VMC, provide:

12.4.1. signed, valid, and enforceable certificate(s) of insurance complying with the abovementioned conditions;

12.4.2. driver medical compliance documentation; and

12.4.3. evidence of vehicle tracking.

12.5. If the Service Provider fails to effect or maintain the insurance, VMC may (in VMC's absolute discretion) terminate its relationship with the Service Provider.

13. CODE OF ETHICS

The Service Provider voluntarily adheres to the provisions of Minersa Group's Code of Ethics, expressly stating that the Service Provider knows and accepts Minersa Group's code of ethics and assumes the commitment to ensure and comply with it, without prejudice to mandatory compliance with all applicable laws. Non-adherence to Minersa Group's code of ethics shall lead to the cancellation of the Transportation Services.

14. INDEMNITIES

14.1. The Service Provider hereby indemnifies and holds VMC harmless against:

- 14.1.1. all legal costs associated with obtaining any authorization(s) necessary for the Service Provider to effectively and efficiently render the Transportation Services to VMC;
- 14.1.2. all adverse environmental or other consequences that may arise from the Service Provider rendering the Transportation Services to VMC. This includes, but is not limited to, any contamination of land, any contamination of a water resource and any contravention of the provisions of any environmental or other consent(s) that the Service Provider or VMC may hold, including a contravention of the provisions of these Terms and Conditions;
- 14.1.3. all expense, burden or encumbrance resulting from the failure to comply with the Service Provider's contractual obligations with its suppliers, sub-contractors, employees or any natural or legal person with whom it has entered into a commitment of any nature;
- 14.1.4. all losses and claims for injuries or damages to any person or property whatsoever (including surface or other damage to land, crops, structures or buildings) which may arise out of or in consequence of the negligent or wilful act(s) or omission(s) of the Service Provider, its personnel, agent(s) or contractor(s) and in consequence of rendering the Transportation Services to VMC and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto;
- 14.1.5. any damages, losses or injuries to VMC's property that may be suffered by VMC as a result of the Service Provider performing the Transportation Services poorly or in an unsatisfactory manner or otherwise in a manner which is non-compliant with these Terms and Conditions;
- 14.1.6. any loss or damage suffered by VMC which may arise out of or in consequence of the contravention of any applicable laws by the Service Provider;
- 14.1.7. the implementation of health and safety protocols on the site on which the Transportation Services are being rendered and if a health and safety accident were to occur, the Service Provider hereby indemnifies VMC from all costs and liabilities associated therewith; and
- 14.1.8. the Service Provider hereby indemnifies VMC against all losses, damages and costs occasioned by the Service Provider failing to adhere to/uphold any of the warranties that it has provided to VMC.

15. BRIBERY, MONEY-LAUNDERING, CORRUPTION AND SANCTIONS

15.1. The Service Provider undertakes and represents that, at all times in the performance of the Transportation Services:

15.1.1. it shall comply with the Anti-Bribery, Anti-Money Laundering and Corruption laws, in force within the Republic of South Africa, as amended from time to time;

15.1.2. it shall do all things necessary and/or required to prevent a breach of the provisions of the Anti-Bribery, Anti-Money Laundering and Corruption Laws including that it shall not engage in any corrupt activities and shall adopt and maintain internal controls to ensure compliance with the Anti-Bribery, Anti-Money Laundering and Corruption Laws;

15.1.3. neither it nor any of its shareholders, directors, employees, affiliates and/or associates are listed on the sanctioned person list;

15.1.4. neither it nor any of its shareholders, directors, employees, affiliates and/or associates have breached any Anti-Bribery, Anti-Money Laundering and Corruption Laws to enable the transaction contemplated in this Agreement; and

15.1.5. it shall not enter into any transaction that would result in a breach of the Anti-Bribery, Anti-Money Laundering and Corruption Laws by any Party.

16. CONSENT TO JURISDICTION

16.1. The Service Provider consents to the non-exclusive jurisdiction of the South African High Court (or any successor to that court) and waives any objection that such proceedings have been brought in an inconvenient forum for the purposes of any interdict or urgent action or proceeding regarding any particular remedy caused by the undertaking or provision of Services to VMC. All disputes that persist despite reasonable attempts between the Parties to amicably resolve shall be referred to a South African Court with competent jurisdiction.

16.2. Consent to the jurisdiction of the South African High Court shall not prejudice the right of VMC from bringing proceedings against the Service Provider in any other jurisdiction which VMC considers appropriate.

16.3. The Service Provider consents to the exclusion of the Vienna Convention 1980 in case of an international contractual relationship.

17. ARBITRATION

17.1. A dispute which arises in regard to:

17.1.1. the interpretation of; or

- 17.1.2. the carrying into effect of; or
- 17.1.3. any of the Parties' rights and obligations arising from; or
- 17.1.4. the termination or purported termination of or arising from the termination of; or
- 17.1.5. the rectification or proposed rectification of these Terms and Conditions, or out of or pursuant to these Terms and Conditions (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), shall be submitted to and decided by arbitration.
- 17.2. That arbitration shall be held:
- 17.2.1. with only the Parties and their legal representatives present thereat; and
- 17.2.2. in Sandton, South Africa.
- 17.3. It is the intention of the Parties that the arbitration shall, where possible, be held and concluded in 20 (twenty) business days after it has been demanded. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration.
- 17.4. Save as expressly provided in these Terms and Conditions to the contrary, the arbitration shall be subject to the arbitration legislation for the time being in force in South Africa.
- 17.5. There shall be 1 (one) arbitrator who shall, if the question in issue is:
- 17.5.1. primarily an accounting matter, an independent chartered accountant with not less than 10 (ten) years' experience as a chartered accountant;
- 17.5.2. primarily a legal matter, a practising senior counsel or, alternatively, a practising attorney with not less than 15 (fifteen) years' experience as an attorney; or
- 17.5.3. any other matter, a suitably qualified person.
- 17.6. The nomination of the arbitrator shall be agreed upon between the Parties in writing or, failing agreement by the Parties within 5 (five) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the Chairman for the time being of Arbitration Foundation of Southern Africa (or its successor-in-title) who, in making his nomination, shall have regard to the nature of the dispute. Upon the aforesaid nomination, the Parties shall forthwith appoint such person as the arbitrator. If the aforesaid Chairperson fails or refuses to make the nomination, either Party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.
- 17.7. The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.
- 17.8. The arbitrator shall be obliged to give his award in writing fully supported by reasons. His award shall be final and binding on the Parties to the dispute.
- 17.9. The provisions of this condition are severable from the rest of these Terms and Conditions and shall remain in effect even if the Transportation Services are terminated for any reason.
- 17.10. Neither condition 17 nor anything else contained in these Terms and Conditions or any other document shall preclude any Party from obtaining relief on an urgent basis from a court of competent jurisdiction.

18. CONFIDENTIALITY

18.1. Any information obtained by the Service Provider in terms, or arising from the implementation, of these Terms and Conditions, the rendering of the Transportation Services shall be treated as confidential by the Parties. All information, documentation or knowledge directly or indirectly received or obtained from VMC in the course of negotiations or as a result of any business relationships, whether it is in written, electronic, visual, verbal or audio form, that in good faith can be identified as confidential or of a proprietary nature. Such information shall remain confidential and may not be copied, disclosed to third parties nor used directly or indirectly for purposes other than those specified in these Terms and Conditions. In particular, all documents, designs, drawings, calculations, samples and similar items shall be treated and handled as strictly confidential by the Service Provider and returned to VMC upon its request for any reason whatsoever.

18.2. Upon VMC's request, the Service Provider shall sign and execute any specific non-disclosure agreements. All information shall not be used, divulged, or permitted to be divulged to any person not being a Party to this Agreement, without the prior written consent of VMC, save that:

18.2.1. each Party shall be entitled to disclose such information to its employees, and to its directors, shareholders, professional advisors, funders, agents, suppliers and sub-contractors in each case with who there exists the need to know for purposes of delivering the Transportation Services. The disclosing Party shall nonetheless direct such parties to keep relevant information confidential;

18.2.2. each Party shall be entitled to disclose any information which is required to be furnished by law or regulation, to pursue any legal remedy available to it, or by any recognised stock exchange;

18.2.3. each Party shall be entitled to disclose such information if such information is or becomes generally available to the public other than by the negligence or default of such Party or by the breach of this Agreement by such Party. The obligation of the maintenance of confidentiality shall survive the termination of the Transportation Services or any other contract entered between VMC and the Service Provider, and shall persist for a period of five (5) years;

18.2.4. each Party shall be entitled to disclose such information if the Party which disclosed same confirms in writing that it is disclosed on a non-confidential basis;

18.2.5. and each Party shall be entitled to disclose such information if such information has lawfully become known by or come into the possession of such Party on a non-

confidential basis from a source other than the Party having the legal right to disclose same.

18.3. If a Party is required to disclose information as contemplated in condition 18.1, such Party will:

18.3.1. advise any Party/ies in respect of whom such information relates (the “**Relevant Party/ies**”) in writing prior to disclosure, if possible;

18.3.2. take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

18.3.3. afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

18.3.4. comply with the Relevant Party/ies’ reasonable requests as to the manner and terms of such disclosure; and

18.3.5. notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

18.4. The Service Provider shall be liable for any damage or loss caused by the Service Provider or its independant contractors’ breach of the duty to maintain confidentiality or any other duty imposed by these Terms and Conditions.

19. **LIMITATION OF LIABILITY**

19.1. The liability of the Service Provider shall survive the termination or cancellation of any part of the Transportation Services. VMC may set off any amounts owed to the Service Provider to recover any amounts payable by the Service Provider because of the provisions of this condition. VMC is rendered harmless if:

19.1.1. the Service Provider’s liability further can be extended to indirect and consequential damages arising with respect to VMC, its clients or third parties because of defective performance by the Service Provider. That is especially if it is determined by a court that the contractual or delictual damage(s) suffered by VMC, its clients, or its third parties has/have a causal link to a defect in the Service Provider’s performance of its obligations in terms of these Standard Terms and Conditions or the Contractual Documentation and thus constituting a breach;

19.1.2. lawsuit or action for infringement of industrial or intellectual property rights derived from the service provided by the Service Provider. In that event, the Service Provider will defend VMC free of any expense. VMC reserves the right to participate in the defence

against these lawsuits or actions, or if it so decides, assume the defence itself, using its own lawyers, which cost VMC shall be entitled to recover from the Service Provider; and

19.1.3. the Service Provider is found liable for all damages and losses, financial guarantees, costs, or expenses that it incurs because of any lawsuit or action against it by third parties as a result of the Transportation Services.

19.2. VMC shall not be liable to the Service Provider under these Standard Terms and Conditions for any loss of production, loss of profit, loss of revenue, loss of contract, loss of goodwill, loss of a claim, business interruption or for any consequential, special or indirect losses that the Service Provider may suffer, save in the event that such loss arises as a consequence of VMC's wilful default, gross negligence or fraud.

19.3. To the extent that the Service Provider is entitled to recover any amount, in relation to any claim that the Service Provider may have against VMC, from any third party (including an insurer), then the Service Provider shall be obliged to take all commercially reasonable steps available to it to recover such amounts from such third party before proceeding against VMC. VMC agrees to offer the Service Provider such reasonable assistance as is required for the Service Provider to recover from the third party. The claim which the Service Provider has against VMC shall be reduced by the aggregate of any amount recovered by the Service Provider from a third party (including an insurer) in respect of such claim. Nothing in these Standard Terms and Conditions shall affect the Service Provider's duty under the common law to take all reasonable steps to avoid or mitigate any Losses which it may suffer in consequence of a breach of any provisions of these Standard Terms and Conditions by VMC.

19.4. The Parties agree that VMC's aggregate liability (or the aggregate liability of any member of the Minersa Group) to the Service Provider under and in connection with these Standard Terms and Conditions, whether arising in contract (including under any indemnity), delict (including for negligence), statute or otherwise, shall not exceed the sum of the aggregate of all amounts already paid by VMC to the Service Provider for the preceding 3 (three) months under these Standard Terms and Conditions at the time that the Service Provider is entitled to claim from VMC.

20. FORCE MAJEURE

20.1. Neither party shall be liable for breach of any of its obligations under the Transportation Services to the extent that the performance thereof is delayed, prevented, or made impossible as a result of a Force Majeure.

20.2. Upon the occurrence of a Force Majeure event, the Service Provider shall promptly notify VMC no later than 5 (five) business days in writing providing all relevant information thereto.

Any notice given after the period set out in this condition 20.2. shall be of no effect and the Party obliged to report to the other shall not be entitled to rely on such Force Majeure Event.

20.3. These Standard Terms and Conditions, including the Transportation Services, or the affected part(s) of it, shall be suspended for a period of 15 (fifteen) days during which the Force Majeure Event continues, and the time for performance of an obligation shall be extended accordingly. However, if the Force Majeure continues for more than 15 days, VMC shall have the right to terminate, withdraw or cancel the Transportation Services without any liability and the Service Provider will not be entitled to receive any compensation for the performance that was not rendered due to the Force Majeure. VMC shall then have the right to substitute services or products through an alternative supplier.

20.4. Strikes affecting the Service Provider, public transportation or events of any type affecting the Service Provider's sub-contractors or suppliers shall not be considered as events of Force Majeure, excusing non performance of the Transportation Services or any of the provisions of the Terms and Conditions.

21. DOMICILIA CITANDI ET EXECUTANDI

21.1. The Parties choose as their *domicilia citandi et executandi* for all purposes of the provision of the Transportation Services, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

21.1.1. VMC:

Physical:	Farm Kromdraai 209 JR
	Rust de Winter
	Limpopo
	0406

Email:	vmc.admin@minersa.com
--------	--

21.2. Any notice or communication required or permitted to be given in terms of the Transportation Services shall be valid and effective only if in writing, provided that:

21.2.1. it shall not be competent to give notice by email only, unless receipt of such email has been acknowledged by the recipient thereof (it being recorded and agreed that an automatic email response shall not be deemed to be acknowledged); and

21.2.2. in respect of any notice delivered by hand, an email is also sent to the chosen email address stipulated in condition 21.1 relating to the subject matter thereof, irrespective of whether or not such email has been received or acknowledged by the recipient thereof.

- 21.3. Each Party may by notice to the other Party change the physical address or email address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address or email address, provided that the change shall become effective *vis-à-vis* that addressee on the 10th (tenth) business day from the receipt of the notice by the addressee.
- 21.4. Any notice to a Party delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery.
- 21.5. Any notice to a Party sent by email to the chosen email address stipulated in condition 21.1 shall (subject to condition 21.2) be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 21.6. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

22. NO AMENDMENTS AND VARIATIONS TO THE STANDARD TERMS AND CONDITIONS

- 22.1. No extension of time, waiver, relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of these Standard Terms and Conditions, or of any agreements, or other document issued pursuant to or in terms of these Standard Terms and Conditions shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver, relaxation or suspension).
- 22.2. Any extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 22.3. The Parties agree that email correspondence between them shall not give effect to any addition to, novation, amendment or consensual cancellation of these Standard Terms and Conditions.
- 22.4. No variation of these Standard Terms and Conditions shall operate to preclude such Party (save as to any extension, waiver or relaxation given) thereafter from exercising its rights strictly in accordance with these Standard Terms and Conditions.
- 22.5. To the extent permissible by law no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced a Party to bind itself to these Standard Terms and Conditions and/or whether it was negligent or not.
- 22.6. Except as expressly provided to the contrary in these Standard Terms and Conditions, no Party shall be entitled to cede, assign, transfer or delegate all or any of its rights, obligations and/or interest in, under or in terms of these Standard Terms and Conditions or the Roadmap

to any third party without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed).

- 22.7. The transporter acknowledges that they have been free to secure independent legal and other advice as to the nature and effect of all the provisions of the Transportation Terms and Conditions, and that they have either taken such independent legal or dispensed with the necessity of doing so.