

PURCHASE ORDER TERMS AND CONDITIONS

For the Supply of Goods, Leased Equipment and Services or any combination thereof

These terms and conditions govern the Supply under the Purchase Order by the Supplier to the Company, save and except where there is an existing signed agreement between the parties pertaining to the Supply in which case the terms and conditions of that agreement will apply.

These terms and conditions are of general application to South African Suppliers and United Kingdom Supplies. Please refer to clauses 28 and 29 for jurisdictional specific terms and conditions.

General Terms

1. Definitions:

Unless the context otherwise requires, the following terms have the meanings given when used in this Contract:

'Affiliate' means in respect of a party:

- a) any direct or indirect subsidiary or holding company of such party or any fellow subsidiary of any direct or indirect holding company of such party; and
- b) any person which controls, is controlled by or is under common control with any such party.

'Anti-Corruption Laws' means any laws or international conventions relating to anti-corruption including:

- a) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997;
- b) the United Nations Convention against Corruption 2003;
- c) the Foreign Corrupt Practices Act of 1977 of the United States of America (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998) (FCPA);
- d) the UK Bribery Act 2010;
- e) The Prevention and Combatting of Corrupt Activities Act 12 of 2004; and
- f) any other applicable law, in the jurisdiction in which the Goods, Services, Labour Hire and/or Equipment are provided or leased.

'Applicable Sales Tax' means any value added tax, goods and services tax or other similar tax on sales.

'Applicable Sales Tax Laws' means all relevant laws which relate to Applicable Sales Tax.

'Background IP' means the Intellectual Property Rights owned or licensed by the relevant party which are both:

- a) existing prior to the execution of this Contract or developed other than in the provision of the Supply; and
- b) used to provide the Supply or otherwise made available to the other party for the purposes of this Contract.

A modification of Intellectual Property Rights shall be considered a party's **'Background IP'** if:

- a) the modification was not made in the provision of the Supply; or
- b) if the modified Intellectual Property Rights have not been used to provide the Supply or otherwise made available to the other party for the purposes of this Contract.

'Business Day' means a calendar day ending at 5pm, other than a Saturday, Sunday or official public holiday in the Republic of South Africa, and any number of business days is reckoned exclusively of the first and inclusively of the last business day.

'Company' means the legal entity specified in the Purchase Order as the purchaser and includes its successors in title and permitted assigns.

'Company Data' means any material, information, data, text, drawing, diagrams, algorithms, images or sounds (together with any database made up of these) which are embodied in electronic, magnetic, optical or tangible media and which are:

- a) generated, collected, recorded or uploaded either by, from or in connection with, the Supply that are obtained by, or to be provided to, the Supplier or Supplier subcontractors subject to the terms of this Contract, including any information relating to the Company's business, operations or use of the Supply; and

- b) any derivatives of or modifications to such material or information.

'Company's Corporate Policies' means the most current version of the policies, codes and principles

- a) referred to in this Contract, including the Business Integrity Policies published on the Valterra Platinum or Company website at www.valterraplatinum.com;
- b) published from time to time in the Policies section on the Valterra Platinum or Company website at www.valterraplatinum.com; and
- c) such other policies, codes and principles as may be notified by the Company to the Supplier, as amended from time to time (but which does not include the SHE Requirements).

'Confidential Information' means all information in any form or medium, relating to the Company or its Affiliates, that is disclosed to or obtained by the Supplier, whether before or after the commencement of this Contract, and whether or not marked as confidential. It excludes information that:

- a) is publicly available through no breach of this Contract; or
- b) is lawfully received from a third party who is not bound by any confidentiality obligations; and
- c) is independently acquired by the Supplier and is not subject to any restriction with respect to its disclosure or use.

'Consequential Loss' means:

- a) loss of profit;
- b) loss of revenue;
- c) loss of business, contracts or anticipated savings; and
- d) any special, indirect or consequential loss or damages of any nature which does not flow naturally from a breach of this Purchase Order.

'Contract' means the Purchase Order, these terms and conditions and all documents incorporated into these terms and conditions by reference but excludes any other terms and conditions (including those which the Supplier purports to apply) under any quotation, proposal, Invoice, confirmation of order, specification or other document of the Supplier.

'Country Based Sanction' means any program that prohibits and/or restricts:

- a) Trade with or investment in, or the transfer of property or assets to or from a specified country, including its government, subdivisions, agencies and other entities under the control or acting on behalf of government; or
- b) Engaging in transactions that relate to investing in and/or provision of advice or assistance in relation to a specified country which, in each case, are maintained, amended and imposed by any Sanction Authority.

'Day' means a period of 24 consecutive hours from midnight, and any number of days is reckoned exclusively of the first and inclusively of the last day.

'Data Protection Legislation' means all applicable laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals as well as all applicable codes of practice, policies, and directives of the relevant supervisory authority, relevant regulator, and/or relevant industry body, in each case in any relevant jurisdiction(s).

'Good Industry Practice' means design, installation, commissioning and repair practices carried out with the degree of skill, diligence, professionalism, care, prudence, efficiency, expertise and foresight and the quality of workmanship which would reasonably be expected from an internationally recognised and market leading company engaged in supplying goods and services of the same type of undertaking as the Supplier under the same or similar circumstances which exercises the requisite degree of skill, quality, professionalism, care, efficiency, expertise, diligence and prudence in the design, procurement, installation, commissioning and repair of goods and in undertaking activities similar to the Services, including providing the Goods:

- a) in a safe manner and respecting the environment;
- b) so as to achieve an asset life for the Goods as specified in this Contract;
- c) using fully trained and experienced Personnel using high quality, safe and appropriate equipment, tools, procedures and

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industry standards;

- d) using an adequate number of Personnel, materials, resources and supplies to provide the Supply in accordance with this Contract; and
- e) using new and high-quality fixtures, fittings, finishes, materials, plant and equipment which are free from defects and appropriate for the environment in which they are intended to be used,
- f) which are sourced, manufactured and delivered responsibly and in accordance with applicable laws and ethical standards (specifically in relation to labour rights, environmental protection, anti-corruption laws and human rights);
- g) which are packaged using materials and methods that minimizes environmental impact, support circular economy principles and contribute to emission reduction initiatives.
- h) and where this definition results in conflicting standards, the highest standard applies.

‘Goods’ means the goods specified in the Purchase Order (if any).

‘Government Consent’ means any approval, consent, waiver, authorisation, permit, clearance, licence or other precondition required under Relevant Law or from a government agency in relation to the provision of the Supply.

‘Intellectual Property’ means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights, including any patent, design, trademark or name, copyright or other protected right, whether registered or not.

‘Intellectual Property Rights’ means all copyright and analogous rights all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields. These rights include:

- a) all rights in all applications to register these rights; and
- b) all renewals and extensions of these rights.

‘Leased Equipment’ means the equipment leased to the Company as specified in the Purchase Order (if any).

‘Losses’ includes damages, costs, charges, expenses, penalties, interest, legal costs and fines, including those arising as a result of claims, demands, actions, proceedings or suits by any person.

‘Personnel’ includes permanent, fixed term and temporary employees, directors, partners, agents, independent contractors, consultants, authorised representatives, subcontractors and subcontractors’ personnel.

‘Price’ means the price for the Goods, Leased Equipment, Services, Labour Hire, or any combination thereof, as stated in the Purchase Order.

‘Purchase Order’ means the written request or order from the Company to the Supplier to supply (i) Goods; (ii) Leased Equipment; (iii) Services; or (iv) any combination thereof, and which references and incorporates these terms and conditions.

‘Relevant Law’ includes statutes, ordinances, regulations, by-laws, conventions, orders and awards of any government agency and proclamations, common law, equity, authority requirements, guidelines, Government Consents, certificates, permits, licenses and approvals with which a Party is legally required to comply or obtain, applicable in connection with the performance of the Contract, as amended from time to time.

‘Responsible Sourcing Standard for Suppliers’ means the document of that name, published from time to time in the Policies section on the Valterra Platinum or Company website at www.valterraplatinum.com.

‘Sanction’ means an SDN Sanction, a Country Based Sanction and any other similar Sanctions, regulations, statutes, prohibitions and official embargo measures that relate to the enforcement of economic and trade Sanctions which are maintained, amended and imposed by any Sanction Authority.

‘Sanction Authority’ means the United Nations, the European Union, His Majesty’s Treasury in the United Kingdom, the United States Department of Treasury’s Office of Foreign Assets Control, the Commonwealth of Australia, Switzerland, the Republic of South Africa, Canada or any replacement or other regulatory body enforcing economic and trade sanctions legislation in such

countries or by any state, supranational or international government organisation.

‘Sanctioned Person’ means any person, being an individual, corporation, company, association, government or other entity who:

- c) is the subject or target of a Sanction or in respect of which a Sanction has been imposed or targeted; or
- d) is owned, operated or controlled by any person who is the subject or target of a Sanction or in respect of which a Sanction has been imposed by any Sanction Authority.

‘SDN Sanction’ means any Specially Designated Nationals or Blocked Persons lists and/or any replacement lists which are maintained, amended and imposed by any Sanction Authority.

‘Services’ means the services specified in the Purchase Order (if any).

‘SHE Policies’ means policies, codes, procedures and directions with respect to health and safety, the environment and stakeholder relationships published from time to time in the Policies section on the Valterra Platinum or Company website at www.valterraplatinum.com and any additional requirements that may be applicable to the Site, which shall be provided to the Supplier by the Company.

‘SHE Requirements’ means all Relevant Law relating to workplace health, safety and the environment, and the SHE Policies.

‘Site’ means the location specified in the Purchase Order for delivery of the Supply.

‘Supplier’ means the person or company to whom or to which the Purchase Order is addressed and includes the Supplier’s successors in title and permitted assigns

‘Supplier Equipment’ means all plant, tools and equipment used by the Supplier in performing its obligations under this Contract, and includes cranes, tools, machinery and temporary buildings.

‘Supply’ means all Goods, Services, Leased Equipment, Labour Hire and any other items provided by the Supplier under, and incidental activities necessary for the proper performance of, this Contract.

‘Valterra Platinum’ means Valterra Platinum Limited, and any of its Affiliates

‘Virus’ means program code or set of instructions intentionally or recklessly constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations including trojan horses, logic bombs, time bombs, data disabling code or any similar materials of any nature.

2. Precedence / application of terms:

- a) Subject to clause 2b) these standard terms and conditions are applicable to the Purchase Order to the exclusion of all other terms and conditions, including any terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document, whether or not such document is referred to in the Contract.
- b) Notwithstanding clause 2a) these standard terms and conditions will not apply where there is an existing executed agreement between the Company and the Supplier pertaining to the Supply described in the Purchase Order.

3. Terms of Supply:

- a) The Supplier must supply the Goods, Leased Equipment, or Services, or any combination thereof, in accordance with this Contract.
- b) The provisions of:
 - (i) clause 4 shall apply to the purchase of Goods.
 - (ii) clause 5 shall apply to the provision of Leased Equipment.
 - (iii) clause 6 shall apply to the provision of Services.
 - (iv) clauses 1 to 3 and clauses 7 to 27 (inclusive) are of general application to the Supply.

c) General obligations

In addition to the general obligations of the Supplier in clauses 4

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to 6 (both inclusive and as applicable), the Supplier shall:

- (i) within 2 days of receipt of the Purchase Order confirm its acceptance of the delivery with the responsible person nominated in the Purchase Order, or any duly authorised person;
- (ii) obtain at its expense any and all Government Consents which are necessary for the performance of its obligations under the Contract;
- (iii) comply (and procure that its Personnel comply) with all Relevant Laws and Government Consents in carrying out its obligations under the Contract;
- (iv) comply (and procure that the Supplier's Personnel complies) with the Company's Corporate Policies;
- (v) possess all rights (including Intellectual Property Rights), licences, certifications, approvals, permits or authorisations (in each case) required to perform its obligations under the Contract;
- (vi) ensure that where performance of the Supplier's obligations under the Contract includes any element of design and/or application of its specialist design expertise, the Supplier shall carry out the design and complete the design;
- (vii) ensure that the design shall include anything that is necessary to satisfy the requirements set out in the Purchase Order; and
- (viii) ensure the design shall not infringe or violate any Intellectual Property Rights or other rights of any third parties and the Company's receipt, possession and use of the same shall not subject it to any claims of such infringement or violation.

d) General rights

- (i) The Company has the right to conduct tests, inspection of and/or monitor the Supply during or after their delivery or performance, or after payment by the Company, as well as have reasonable access to the Supplier's premises, records and/or processes to the extent necessary to verify the Supplier's compliance with Relevant Laws, the Company's Corporate Policies, standards and this Contract.
- (ii) No inspection, test or monitoring of the Supply by the Company constitutes acceptance of the Supply which does not comply with the Contract, nor does it affect the power of the Company subsequently to reject the Supply under clause 4f)(v) should the Company subsequently become aware that the Supply does not comply with the Contract.
- (iii) The Company may, at any time and for any reason whatsoever, remove the Supplier and its Personnel from the Site, or suspend or terminate the performance of the Contract at the Supplier's cost.

4. Purchase of Goods:

a) General Obligations

- (i) If the Supply includes Goods, the Supplier shall deliver the Goods at its own costs and risk, unless expressly stated otherwise in the Contract, in accordance with the Contract and Purchase Order.
- (ii) The Supplier shall:
 - A. supply the Goods in the agreed quantity and quality, and at the agreed Price;
 - B. not substitute the Goods with any similar alternative goods;
 - C. avoid causing damage to property which is owned by the Company or any third party during supply; and
 - D. supply the Goods in accordance with Good Industry Practice.

b) Quality and quantity

- (i) The Supplier warrants that the Goods will:
 - A. be of merchantable quality, current manufacture, appropriate grade and suitable capacity, and be free from all defects and imperfections affecting performance or health and safety of the Company's

Personnel;

- B. meet all specifications stipulated in the Purchase Order, and conform with all Relevant Laws; and
- C. be fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement.

- (ii) The Supplier must extend all manufacturer warranties to the Company and assign them if requested by the Company.

c) Defects and Warranty

- (i) The Supplier must at its expense rectify any defect in the Goods occurring within the warranty period for the Goods (fair wear and tear excepted), which period shall be at least 12 months from their date of delivery unless otherwise stipulated in the Purchase Order.
- (ii) If the Goods fail for any reason other than fair wear and tear within the warranty period, the Supplier shall, at the Company's discretion:
 - A. replace the Goods at no cost to the Company; or
 - B. refund all amounts paid by the Company for the Goods.
- (iii) In the event that the Company elects that the Goods are to be replaced, and such Goods cannot be replaced, the Supplier shall refund all amounts paid by the Company for the Goods.
- (iv) The Supplier must at its expense rectify and/or replace any defect in the Services and/or Labour Hire, occurring within the warranty period for the Services and/or Labour Hire, which period shall be at least 12 months from their date of delivery unless otherwise stipulated in the Purchase Order.

d) Risk and title

Unless otherwise specified in the Purchase Order, title in and to the Goods (which shall be free and clear of any liens, claims, security interest or other encumbrance) shall either pass to the Company upon the earlier of:

- (i) payment for the Goods by the Company; or
- (ii) delivery of Goods to the Site; and

risk in and to the Goods shall pass upon delivery thereof at the place for delivery stated in the Purchase Order.

e) Protection of Goods and Packaging

- (i) The Supplier must protect the Goods from loss or damage arising from any cause, and ensure the Goods are appropriately packed, handled and transported to the Site to prevent damage or shrinkage while in transit or storage.
- (ii) The Supplier must ensure that the delivery documents accompanying the Goods bear the Purchase Order number.
- (iii) All packaging materials shall become the property of the Company upon delivery.
- (iv) Where marine transit is applicable, the following also applies:
 - A. crating and preservation must be suitable for sea going transport and all apertures closed and sealed to protect the Goods against corrosion and water/moisture ingress; and
 - B. Goods placed in plastic wrappers must display the part number or description or label of the Goods without requiring opening of the packaging. If more than one item is packed in a crate, a packing list must be placed on the inside and outside of the container.
- (v) Without limiting clause 4e)(i) above, the Supplier is liable for Losses (including increased freight charges and/or demurrage related charges (if any)) incurred by the Company as a result of Goods being packed or described inappropriately or the Supplier's failure to follow any transport instruction issued by the Company or specified in this Purchase Order.

f) Delivery of Goods

- (i) The Supplier shall deliver the Goods at the Site, in accordance with the schedule / delivery date as specified in the Purchase Order.

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- (ii) If any delay in delivering the Goods occurs or is foreseen, the Supplier must immediately notify the Company of the cause and anticipated length of the delay. The Company may grant or refuse an extension of the delivery date in its sole discretion.
- (iii) The Company may cancel the Purchase Order in whole or in part if any delivery is late, without incurring any liability and no compensation being payable to the Supplier.
- (iv) The Company shall not accept any Goods in excess of the quantity of Goods specified in the Purchase Order. The Supplier must at its own cost remove all excess Goods from the Site within 7 days, and title and risk in these goods shall at all times remain with the Supplier.
- (v) If any of the Goods is not as described in, or does not comply with, the Contract, the Company may reject such Goods in writing, stating the reasons therefore, and direct the Supplier to either replace or rectify the rejected Goods at the Supplier's risk and with the Supplier indemnifying the Company for its costs.

5. Leased Equipment

a) *General obligations*

The Supplier shall:

- (i) let to the Company the Leased Equipment in the quantity, quality and at the Price as set out in the relevant Purchase Order;
- (ii) not substitute the Leased Equipment with any similar alternative goods.
- (iii) ensure that the Leased Equipment will be in accordance with Good Industry Practice, fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement; and
- (iv) provide the Leased Equipment in a manner that does not cause damage to property which is owned by the Company or any third party.

b) *Use of Leased Equipment*

The Company shall use and operate the Leased Equipment in accordance with the original equipment manufacturer's manual provided by the Supplier.

c) *Quality and quantity*

In addition to the provisions of clause 4b) above which apply as appropriate to the supply of Lease Equipment, the Supplier warrants that all required service and maintenance of the Leased Equipment has been undertaken and is up to date.

d) *Defects and warranty*

The provisions of clause 4c) apply as appropriate to the supply of Leased Equipment, in addition to the following:

- (i) The Company must advise the Supplier of any defect in or damage to the Leased Equipment and the Supplier must:
 - A. repair the defective or damaged Leased Equipment;
 - B. supply to the Company an appropriate replacement for the Leased Equipment while it is being repaired, if requested to do so; and
 - C. if necessary, transport the Leased Equipment from the Site to the Supplier's premises for repairs and re-deliver the repaired or replacement Equipment.
- (ii) If emergency repairs to the Leased Equipment are required and the Supplier fails to undertake such repairs within a reasonable time of the Company's request to do so, the Company may cost carry out, or procure the carrying out of, such emergency repairs without invalidating any warranty given by the Supplier.
- (iii) The Supplier is liable for all costs associated with repair of defective or damaged Leased Equipment unless the defect or damage is the direct result of the negligent or deliberate misuse of the Leased Equipment by the Company or its personnel.

e) *Risk*

- (i) Risk of loss or damage to the Leased Equipment shall

pass from the Supplier to the Company upon delivery of the Leased Equipment, subject to any maintenance, repair or other obligations stipulated in the Purchase Order.

- (ii) Risk in the Leased Equipment reverts to the Supplier during any period in which the Leased Equipment is in the possession or under the control of the Supplier or its Personnel for repair or maintenance purposes (including during transportation) or when the Supplier is operating the Leased Equipment for the Company (if applicable).

f) *Protection of Leased Equipment and Packaging*

The provisions of clause 4e) apply as appropriate to the supply of Leased Equipment.

g) *Delivery of Leased Equipment*

- (i) The Supplier shall deliver the Leased Equipment at the Site, in accordance with the schedule / delivery date as specified in the Purchase Order.
- (ii) The Supplier shall at delivery of the Leased Equipment to the Site, provide the Company with:
 - A. all documents, manuals and other information essential for the use, operation and maintenance of the Leased Equipment;
 - B. details of all attachments and accessories; and
 - C. a genuine indication of the state of the Leased Equipment, including the remaining utilisation hours for major componentry and sub-components, and a reasonable estimate of the life remaining in the Leased Equipment expressed as a percentage or any other form requested by the Company.

- (iii) If any delay in delivering the Leased Equipment occurs or is foreseen, the Supplier must immediately notify the Company of the cause and anticipated length of the delay. The Company may grant or refuse an extension of the delivery date in its sole discretion.

- (iv) The Company may cancel the Purchase Order in whole or in part if any delivery is late, without incurring any liability and no compensation being payable to the Supplier.

- (v) If any of the Leased Equipment is not as described in, or does not comply with, the Contract, the Company may reject such Leased Equipment in writing, stating the reasons therefore, and direct the Supplier, to either replace or rectify the rejected Leased Equipment at the Supplier's risk and with the Supplier indemnifying the Company for its costs.

h) *Return of Leased Equipment at termination*

At the termination of the Contract or expiry of the period of lease as specified in the Purchase Order, the Company shall deliver or make available to the Supplier for collection the Leased Equipment and all parts thereof in good working order and condition, fair wear and tear as a result of the appropriate use of the Leased Equipment excepted.

6. Provision of Services

a) *General obligations*

The Supplier shall:

- (i) provide the Services to the Company at the Site and on the date and times (if applicable) stated in the Purchase Order, and in accordance with the relevant Purchase Order;
- (ii) ensure the Services are supplied in accordance with Good Industry Practice, fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement;
- (iii) be fully qualified and experienced in undertaking Services and other duties similar to those to be performed under the Contract in relation to projects similar in scale and character;
- (iv) provide the Services in a manner that does not cause damage to property which is owned by the Company or any third party; and
- (v) carry out any design or specialist work required under the Contract;

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- (vi) Ensure services comply with all applicable human rights, employment and labour laws and standards including the prohibition of forced/child labour. Workers must be treated with dignity and provided safe working conditions.
 - (vii) Ensure services does not discriminate in hiring or compensation based on race, gender, age, religion, disability, sexual orientation and other status.
 - (viii) Develop and maintain grievance mechanisms for workers to confidentially raise concerns and without fear of retaliation and with the necessary mechanisms to resolve such grievances.
- b) **Quality of Workmanship**
The Supplier warrants that:
- (i) it will at all times provide adequate and suitably qualified and experienced Personnel to perform the Supplier's obligations under the Contract;
 - (ii) it will at all times remain responsible for determining the means, manner and method for performing the Services;
 - (iii) all Services will comply with the Contract, relevant Purchase Order, Good Industry Practice and will not impact the health and safety of the Company's Personnel;
 - (iv) it waives the right to, and will not, place any liens and/or encumbrances against any property of the Company, including any materials and equipment of the Company, for any reason whatsoever. The Supplier further warrants that all subcontractors will be obliged to waive and abandon any subcontractor's lien or any other right of retention; and
 - (v) any materials used in the performance of the Services will comply with the specifications and standards for performance of the Services set out in the Purchase Order and will be new, of satisfactory quality, fit for all the purposes for which the materials of the kind in question are commonly used, are free from defects, safe and durable.
- c) **Time for performance**
- (i) The Supplier must immediately notify the Company any actual or foreseen delay, including the cause and anticipated length of the delay. The Company may grant or refuse an extension of the delivery date in its sole discretion.
 - (ii) The Company may, at any time and for any reason, issue a written notice to the Supplier suspending the performance of the Services or any part thereof, upon receipt of which the Supplier must suspend the relevant part of the performance of Services, comply with any directions issued by the Company (including, if required by the Company, to demobilise from the Site) and take all reasonable steps to protect and secure the Supplier's Equipment, if applicable, and mitigate the costs and delays resulting from the suspension.
 - (iii) The Company will in writing direct the Supplier when to resume the performance of the Services or the relevant part thereof that was suspended, and the Supplier must comply with the direction promptly.
 - (iv) If the period of the suspension exceeds 180 consecutive days, unless otherwise agreed by the parties in writing, the Company will be entitled to cancel the Contract on the expiry of such period.
 - (v) Save where the suspension arises in connection with any act, error or omission of the Supplier or any of its Personnel, the Supplier shall be entitled to recover its actual direct costs incurred as a result of the suspension, provided that:
 - A. such costs shall never exceed the amount it would otherwise have been entitled to claim in terms of the Contract but for the suspension; and
 - B. the Supplier shall bring its claim for such costs within 30 days after the end of the period of suspension. The Company shall have no liability to the Supplier in respect of late claims.
- d) **Rejection of Services**
If any of the Services is not as described in, or does not comply with the Contract, the Company may in its discretion and in addition to its other rights, reject such Services in writing with

reasons, and direct the Supplier to reperform the Services at the Supplier's risk and costs together with the Supplier indemnifying the Company for any costs it may incur.

7. Price and Payment Terms:

- a) The Price:
- (i) excludes Applicable Sales Tax; and
 - (ii) includes all costs associated with the Supply and the Supplier's compliance with the Contract.
- b) Subject to the Supply complying with all the requirements set out in the Contract and the Relevant Purchase Order, and subject to the Company receiving a valid tax invoice that complies with Applicable Sales Tax Laws and the Company's invoice requirements ('**Invoice**'), the Company must pay the Supplier within 60 days from the last day of the month in which the Invoice is received by the Company, unless the Purchase Order specifies a lesser period.
- c) Where electronic Invoices are submitted by the Supplier, the Company agrees to accept such Invoices as validly issued Invoices, provided clause 7b) is complied with, and the Supplier guarantees the authenticity of origin and integrity of the content thereof.
- d) Provided the Supplier complies with clause 7b), the Company will pay to the Supplier any Applicable Sales Tax properly chargeable in connection with an Invoice.
- e) The Company shall not be liable for any interest for late payments.
- f) The Company may:
- (i) deduct and withhold amounts required by relevant tax laws or regulations from a payment to be made to the Supplier and pay the withheld amounts directly to the relevant tax authorities and such amounts are deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier;
 - (ii) withhold payment of any Invoice, or part thereof, which it reasonably disputes; and
 - (iii) set-off payments due under the Purchase Order against liquidated Losses sustained by the Company owing to the Supplier's failure to perform under the Contract.
- g) The Supplier must utilise one of the following methods, listed in order of preference, for the exchange of Purchase Orders, invoices and other electronic documents as specified by the Company ('**Electronic Documents**')
- (i) eBusiness integration of Electronic Documents through the Ariba Network; or
 - (ii) trading of Electronic Documents through Ariba Network.
- h) The Company utilises the e-marketplace services provided by SAP Ariba. The Supplier must utilise SAP Ariba in its transactions with the Company.
- i) Each Party must bear its own costs associated with the use of SAP Ariba (including the Ariba Network) in respect of fees and charges payable and to the extent that any change to their business systems is required.

8. Hazardous materials:

If the Supply includes the use of, substances, materials or emissions identified as hazardous by any Relevant Law or SHE Requirement ('**Hazardous Materials**'), the Supplier must exercise utmost care in the use, handling, storage, transportation and disposal thereof whether on the Site or otherwise, and provide the Company with detailed documented information about the use thereof, potential risk to health, safety and the environment associated therewith, any restrictions or control on use thereof, safety precautions to be applied in respect thereof, and procedures to be followed should an incident involving exposure thereto occur.

9. Independent contractor status:

- a) The relationship of the parties in terms of this Contract shall be that of independent contractors acting at "arms-length".
- b) The Supplier warrants that it is not a personal service provider

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as envisaged under any income tax related Relevant Laws and will provide confirmation thereof to the Company when requested and immediately notify the Company in writing should the status of any statement in the confirmation change at any time.

- c) The Supplier indemnifies the Company against all Losses which the Company may suffer or be exposed to in connection with:
 - (i) a breach of clause 9b); and/or
 - (ii) any liability of the Supplier for any tax in respect of payments made in terms of the Contract.

10. Liability and indemnity:

- a) The Supplier indemnifies the Company against all Losses arising in connection with:
 - (i) the injury or death of any person;
 - (ii) a breach of any Relevant Law;
 - (iii) a breach of the Company's Corporate Policies;
 - (iv) a breach of the SHE Requirements and/or SHE Policies;
 - (v) any damage to a Site;
 - (vi) environmental contamination through the use of Hazardous Materials at or near the Site caused by the Supplier;
 - (vii) failure to maintain mandated insurance as required under this Contract;
 - (viii) employment related claims by the Supplier's Personnel or consultants; or
 - (ix) any actual or alleged breach of third party Intellectual Property,
arising as result of any act or omission of the Supplier, its Personnel, subcontractors, agents, Affiliates or assigns.
- b) Neither party shall be liable to the other for any Consequential Loss arising under or in connection with this Contract.
- c) The provisions of clause 10b) shall not apply to clauses 10a)(i) or 10a)(ix) or a breach of clause 14.
- d) To the extent that Losses are caused in part by any act, error or omission of the Company, then the Supplier's liability under clauses 10a)(i) or 10a)(ix) shall, to such extent, be reduced proportionately.
- e) The indemnity under clause 10a) shall survive termination of the Contract.

11. Insurance:

The Supplier must:

- a) effect and maintain all insurances by a reputable insurer that a prudent person in the Supplier's position would consider appropriate in the circumstances having regard to the Supplier's obligations under the Contract; and
- b) insure the Goods and Leased Equipment for the period that they are in transit (including marine transport) to the Site, and in the case of Leased Equipment, for their duration on Site, against all loss or damage arising from any insurable cause, for a limit of not less than the full replacement cost of those Goods or Leased Equipment;

12. Supplier's Equipment:

- a) *Supplier Responsibilities*
Unless otherwise stated in this Contract, the Supplier must provide all Supplier's Equipment as necessary for it to perform its obligations under this Contract. The Supplier shall:
 - (i) remain responsible for all risk in the Supplier's Equipment at all times;
 - (ii) ensure that all Supplier's Equipment is fitted with an inspector's tag or uniquely identified by a stamp or an engine, chassis or serial number; and
 - (iii) if requested by the Company, certify that all Supplier's Equipment to be used at the Site complies with the requirements of this Contract, Relevant Laws, Government Consents, SHE Requirements and

Company's Corporate Policies.

b) *Inspections*

The Company may:

- (i) inspect any Supplier's Equipment located on Site from time to time; and
- (ii) prohibit the use of any Supplier's Equipment that the Company considers does not meet the Relevant Laws, SHE Requirements, Government Consents and Company's Corporate Policies, and the Supplier:
 - A. must bear the costs associated with the removal and replacement of that Supplier's Equipment; and
 - B. is not entitled to a variation, extension of time or compensation as a result of that prohibition, removal or replacement.

c) *Removal of Supplier's Equipment*

As soon as practicable after the completion of the Supply, the Supplier must at its cost and risk, disassemble and remove from the Site all materials, Supplier's Equipment and waste created in the course of the provision of the Supply and leave the Site in a clean and tidy condition. If the Supplier fails to do so, the Company may take any action considered necessary to clean and tidy the Site and recover costs from the Supplier.

13. Site access and safety:

- a) The Supplier undertakes, and shall procure that its Personnel undertake, at all times for the duration of this Contract, to comply with:
 - (i) the SHE Requirements when on a Site, where applicable;
 - (ii) all lawful directions relating to health, safety, human rights, labour and environment given by the Company;
 - (iii) the Company's Corporate Policies which it must ensure it obtains; and
 - (iv) all Relevant Laws.
- b) Site access is subject to the Site's access requirements from time to time, including, induction and training and security searches upon entry and/or exit.
- c) Before accessing a Site, the Supplier must obtain all applicable Site access requirements from the Company.
- d) The Company may revoke, withhold or suspend Site access for any member of the Supplier's Personnel for any reason whatsoever, and require a suitable replacement for such person at the Supplier's cost.
- e) The Supplier acknowledges the extreme importance the Company places on workplace health and safety, protection of the environment, positive stakeholder relationships and achieving the vision of 'Zero Harm'.
- f) The Supplier must report any incident relating to workplace health and safety or the environment or which impacts on stakeholder relationships (which is reportable under the SHE Requirements) to the Company as soon as reasonably possible and in any event within a time period that ensures the Company can comply with all Relevant Laws, and provide all assistance the Company reasonably requires to investigate such incident.

14. Confidentiality:

- a) Each party shall keep all Confidential Information confidential and only use the Confidential Information to fulfill this Contract.
- b) Disclosure of the other party's Confidential Information is only permitted:
 - (i) with their prior written consent;
 - (ii) as required by Relevant Law or applicable stock exchange rules; and
 - (iii) to its Personnel, officers, agents, subcontractors, insurers, professional advisors and Affiliates provided they are under an express or implied enforceable confidentiality obligation.
- c) The Supplier shall not without the Company's prior written approval take photographs or recordings of a Site, or publish any statement, article, story or advertisement in connection with the Contract in any media, website or marketing material.

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- d) All information shall be regarded as Confidential Information unless otherwise agreed by the other party in writing.
- e) Upon termination of the Contract, each party shall immediately cease use of all Confidential Information including any Intellectual Property and shall return to the other party all Confidential Information and/or Intellectual Property of that party in its possession or under its control which is capable of being so returned; and delete, erase or destroy (and certify such deletion, erasure or destruction) all Confidential Information and/or Intellectual Property not capable of being returned.

15. Intellectual property:

- a) The Supplier warrants that neither the Supply, use or receipt thereof by the Company, nor any design, materials, documents and methods of working provided by the Supplier in the performance of the Services will infringe any Intellectual Property.
- b) The ownership of any Background IP of the Company and Supplier is unchanged by this Contract.
- c) Title to, copyright in and other Intellectual Property rights in any documents or other property created by the Supplier for or in connection with the Supply vests in the Company on creation and the Supplier hereby cedes and assigns all such rights to the Company with effect from the date of creation in order to vest such Intellectual Property in the Company.
- d) The Company grants to the Supplier a non-exclusive, royalty-free, non-transferable licence (with the right to sub-license as approved by the Company) to use the Company's Background IP to the extent necessary to perform the Supply. The licence will endure until the termination or expiry of the Contract.
- e) The Supplier hereby grants the Company and the Company's Affiliates an irrevocable, perpetual, non-exclusive, non-assignable and royalty-free licence to use the Supplier's Background IP in connection with the receipt and benefit of the Supply.
- f) The Company and its Affiliates shall be entitled to sub-licence the rights granted to them pursuant to clause 15.
- g) If the Company's use of the Supply requires the use of third party Intellectual Property included or embedded in the Supply, the Supplier must procure that the Company is granted a worldwide, irrevocable, non-exclusive royalty free licence to use that Intellectual Property in connection with the Supply.
- h) If a claim or demand is made, or an action, suit or proceeding brought, against the Company in relation to any matter covered by the indemnity in clause 13a) ('IP Claim'), the Company may require the Supplier, at its cost, to conduct any litigation or settlement negotiations relating to the IP Claim provided that the Supplier must not consent to any judgment against the Company or settle the IP Claim without first obtaining the Company's written consent.
- i) If the Company is prevented from receiving or using the Supply or any part thereof (including, without limitation, the deliverables) as a result of any actual or alleged infringement of intellectual property rights, the Supplier must at its own cost, take all reasonable steps necessary to procure for the Company the right to receive and use the Supply or the relevant part thereof for its intended purpose.
- j) If the Supplier fails to procure the necessary rights in accordance with clause 13i) within a reasonable time, the Company may direct the Supplier, at the Supplier's cost, to promptly:
 - (i) modify the Supply or the relevant part thereof to avoid the infringement of intellectual property rights; or
 - (ii) replace the Supply or the relevant part thereof with a Supply that does not infringe intellectual property rights,and any action taken by the Company under this clause 15j) will be without prejudice to the Company's other rights in law or under this Contract.

16. Data protection:

- a) *Compliance with Data Protection Legislation and policies*
Without prejudice to its other obligations under this Contract, the Supplier shall at all times comply with the Data Protection

Legislation and any of the Company's Corporate Policies issued by the Company from time to time in relation to the *processing* of data. The Supplier shall not by any act, omission or default cause the Company to be in breach of the requirements thereof.

b) *Technical and organisational measures*

The Supplier shall take appropriate technical and organisational security measures satisfactory to the Company against unauthorised or unlawful processing of personal data and against accidental loss, destruction of or damage to such personal data.

c) *Evidence of compliance*

The Supplier shall provide the Company with such information and evidence of compliance by the Supplier with the requirements of clause 16 as the Company may reasonably require.

d) *Data protection requests*

The Supplier shall cooperate with the Company in complying with requests or enquiries made pursuant to the Data Protection Legislation.

e) *Other obligations*

This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the applicable Data Protection Legislation.

17. Company Data:

a) *Ownership and use of Company Data*

- (i) The Company retains sole ownership of all rights (including intellectual property rights) in the Company Data, which remains its Confidential Information.
- (ii) The Supplier assigns to the Company all present and future rights in the Company Data to the extent the Supplier may come to own such rights in Company Data that is generated, collected, stored recorded or uploaded either by or from or in connection with or in the course of the Supplier's performance of its obligations under this Contract or otherwise.
- (iii) The Company hereby grants to the Supplier a royalty-free, non-transferable, non-exclusive licence to use the Company Data during the term and solely as necessary to perform its obligations under this Contract. The Supplier shall not use, disclose, exploit, sublicense, transfer or authorise the Company Data except as required for the Supply, or use the item for the benefit of any other persons or itself.
- (iv) On request at any time, the Supplier must deliver to the Company, in the required format, any Company Data in its or its Personnel's possession or control.

b) *Security and audit*

Upon receipt or creation by the Supplier of Company Data and during any collection, processing, storage and transmission by the Supplier of the Company Data, the Supplier shall:

- (i) take reasonably necessary precautions including those specified by the Company, to preserve the integrity of such Company Data and to prevent its corruption or loss;
- (ii) apply information security practices that are at least as protective as those used for its own similar data, and not less than reasonable industry practice; and
- (iii) comply with any information security requirements in this Purchase Order, and any further requirements reasonably specified by the Company regarding the Supplier's handling of Company Data.

18. Information management security:

- a) Without prejudice to its other obligations under this Contract, the Supplier shall, during the term of this Contract and in the course of providing the Supply, provide all measures necessary to prevent:
 - (i) unauthorised access to any Company or Affiliates' computer systems, software and data, and

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- (ii) the introduction of known Viruses.
- b) The Supplier shall provide the capability to restore the systems, software and data in the event that the loss of the systems, software or data arises directly or indirectly from any act or omission of the Supplier (including the Supplier's Personnel) or whilst such systems, software or data is in the custody, control or otherwise interfaced with or accessed by the Supplier.

19. Notification of unauthorised access or disclosure:

- a) If the Supplier is aware, suspects or has reasonable grounds to believe that there has been unauthorised use, access to or disclosure of a Company or Affiliates' computer system, Confidential Information or Company Data, the Supplier must:
 - (i) notify the Company without undue delay;
 - (ii) provide the Company with all relevant information the Company reasonably requires or requests; and
 - (iii) take all reasonable steps, including by complying with any reasonable directions issued by the Company, to contain and remedy the unauthorised use, access or disclosure, mitigate against any adverse effect, and prevent a similar event in the future.
- b) The Supplier must not disclose to any third party the existence or circumstances surrounding any unauthorised use, access or disclosure of a Company or Affiliates' computer system, Confidential Information or Company Data without the prior written approval of the Company.

20. Applicable Sales Tax:

If any Supplier under this Contract is subject to any Applicable Sales Tax, the Company must pay to the Supplier an amount sufficient to ensure that the Supplier retains after payment thereof the amount that the Supplier would have received had Applicable Sales Tax not been payable. The Company is not required to make any payment under this clause until the Supplier has provided an Applicable Sales Tax invoice for that payment stating the amount of Applicable Sales Tax paid or payable by the Company in respect of the supply to which the Applicable Sales Tax invoice relates.

21. Withholding Tax:

If the Company considers it necessary to satisfy its obligations under tax laws or regulations, the Company may withhold an amount from a payment made to the Supplier and pay the withheld amount directly to the relevant tax authorities and that amount is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier. If the Company does not withhold an amount under this clause which it is required to withhold under the relevant income tax laws or regulations, the Supplier agrees to pay that amount (together with, if the Supplier did not provide information or assistance requested by the Company or provided incorrect information, any penalty or interest paid by the Company for failing to withhold) upon request by the Company.

22. Company's Corporate Policies and SHE Policies

- a) The Supplier shall be familiar with and comply, and procure that its Personnel comply, with the Company's Corporate Policies and SHE Policies, which can be found at www.valterraplatinum.com.
- b) The Supplier must, on a regular basis, ensure that it is in possession of the latest and up to date Company's Corporate Policies and SHE Policies.
- c) The Supplier must not, and shall procure that its Personnel do not, undertake any activity that may breach the Company's Corporate Policies or SHE Policies.
- d) The Company may, from time to time, request completion by the Supplier of certain disclosures and/or online assessments related to the Company's Corporate Policies and SHE Policies to assess the Supplier's compliance therewith.
- e) The Supplier shall:

- (i) implement such corrective measures as the Company may direct to address any non-compliance identified; and
- (ii) notify the Company immediately in writing upon becoming aware of any actual, suspected or imminent non-compliance with the Company's Corporate Policies or SHE Policies by the Supplier or the Supplier's Personnel.

23. Anti-corruption:

- a) The Supplier and its Personnel must not undertake any activity that constitutes, or may constitute, a breach of any Anti-Corruption Laws and shall at all times comply with the Company Corporate Policies, failing which the Company may:
 - (i) suspend the performance of the Contract at the Supplier's expense;
 - (ii) remove the Supplier or any of its employees, subcontractors or agents from and refuse access to the Site; and/or
 - (iii) terminate the Contract with immediate effect, without any liability for any Losses suffered by the Supplier or its employees, subcontractors, agents or assigns.
- b) The Supplier represents that there is no relationship between it and the Company or their respective Personnel that gives rise to an actual or potential conflict of interest and the Supplier undertakes to immediately notify the Company upon becoming aware that any such relationship has or may have arisen.
- c) The Supplier warrants that:
 - (i) none of Personnel, directors, shareholders, partners, members, trustees or beneficiaries are Public Officials;
 - (ii) if any person in clause 22c)(i) becomes a Public Official, the Supplier will notify the Company within 7 days thereof;
 - (iii) it has notified the Company if any of the persons in clause 22c)(i) have immediate family or close relatives who are Public Officials which may result in an actual, or perceived, conflict of interest; and
 - (iv) it will provide all information reasonably requested by the Company in relation to clauses 22c)(i) to (iii).
- d) The Company may, from time to time, request completion by the Supplier of certain disclosures and/or online assessments related to Anti-Corruption Laws to assess the Supplier's compliance therewith.
- e) The Supplier shall:
 - (i) cooperate with the Company on the investigation of every fraudulent activity in relation to this Contract;
 - (ii) implement such corrective measures as the Company may direct to address any fraudulent or corrupt activity in terms of Anti-Corruption Laws; and
 - (iii) notify the Company immediately in writing upon becoming aware of any actual, suspected or imminent breach of this clause by the Supplier or the Supplier's Personnel.
- f) Under this clause 22, 'Public Official' includes any official or employee of government or any ministry, department, court, tribunal, competition authority, commission, board, agency, institution or similar entity of such government or government-owned or controlled entity; any employee of a public international organisation such as the European Union, the United Nations, the World Bank or the International Monetary Fund; any political party official or candidate for local or central or political office; any person performing a public function; and traditional leaders.

24. Sanctions

a) Warranty in respect of Sanctions:

The Supplier warrants for the duration of this Contract that:

- (i) to the best of its knowledge, information and belief neither it, nor any of its Personnel or Affiliates (including the Affiliates' Personnel) (together with the

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Supplier, the 'Supplier Group'), or any of the Supplier's suppliers or service providers is a Sanctioned Person;

- (ii) has and will for the duration of this Contract comply with all Anti-Corruption Laws; and
- (iii) it has disclosed all information of which it is aware, reasonably required by the Company in order for the Company to manage Sanctions' risk and comply with Relevant Laws in the jurisdictions in which this Contract is performed, the parties are located or in any other country.

b) *Provision of information regarding status:*

From the start date of the Contract stipulated in the Purchase Order, the Supplier must:

- (i) immediately notify the Company upon becoming aware that it or any member of the Supplier Group or any of the Supplier's suppliers or service providers has:
 - A. become or is reasonably likely to become a Sanctioned Person;
 - B. violated a Sanction; or
 - C. violated an Anti-Corruption Law;
- (ii) provide all information reasonably required by the Company from time to time in order to:
 - A. determine whether any member of the Supplier Group or Supplier's suppliers or service providers has become or is reasonably likely to become a Sanctioned Person;
 - B. comply with any request by a regulatory authority that oversees Sanctions;
 - C. manage the risk of Sanctions being imposed on the Company; and
 - D. comply with Relevant Laws in the jurisdictions in which this Contract is performed, the parties are located or in any other country.

c) *Suspension by Company:*

If the Company suspects that any member of the Supplier Group or the Supplier's suppliers or service providers has become a Sanctioned Person or has violated any Sanction or Anti-Corruption Law, the Company may suspend performance of and/or withhold any payment due and owing, under this Contract.

d) *Continuing obligations:*

Where the Supplier is prevented from receiving or accessing (or is otherwise not permitted to receive or access) any payment made by the Company under this Contract as a result of any member of the Supplier Group being or becoming a Sanctioned Person, the Company will be deemed to have made such payment and the Supplier will not be relieved of its obligations under this Contract.

25. Force majeure:

a) *Definitions and notification*

- (i) A force majeure event means any act of God, earthquake, war, fire, flood, legislation, insurrection, Sanctions, trade embargo, strikes, industrial action, lockouts (excluding those caused by the party invoking this clause or companies in the same group), interruptions or restrictions on the supply of electricity at the Site, epidemic or pandemic (excluding SARS-CoV-2 and COVID-19), or any other cause beyond the reasonable control of the affected party ('Invoking Party'), and excludes: strikes, riots, disorder, or lockouts caused by the Supplier's personnel; intimidation of the Supplier's or its subcontractor's personnel by third parties; fluctuations in currency exchange rates, commodity prices, or transport costs.
- (ii) If the Invoking Party is prevented or materially delayed from fulfilling any of its obligations under this Contract due to a force majeure event, the Invoking Party must, as soon as reasonably practicable, provide written notice to the other Party, specifying:

- A. the cause and anticipated duration of the force majeure event;
- B. the impact, or anticipated impact, on the Invoking Party's obligations under this Contract ('Affected Obligations'); and
- C. promptly upon termination of the force majeure event, a notice confirming that the event has concluded.

b) *Suspension of obligations*

The performance of the Affected Obligations will be suspended from the date on which notice is given until the date the force majeure event terminates, as notified by the Invoking Party. During this suspension period, the Invoking Party will not be liable for any delay or failure to perform the Affected Obligations.

c) *Termination Due to Prolonged Force Majeure*

If the force majeure event continues for more than 60 consecutive days, either party may terminate this Contract on written notice to the other party, effective upon the expiry of the 60-day period.

26. Termination:

e) *Termination by Company*

If, during the term of this Contract, the Company:

- (i) is notified by any Sanction Authority or the Supplier that any member of the Supplier Group or the Supplier's suppliers or service providers has or is reasonably likely to become a Sanctioned Person; or
- (ii) has reasonable cause to believe that any member of the Supplier Group or the Supplier's suppliers or service providers is a Sanctioned Person which, if so, would result or be reasonably likely to result in:
- (iii) the Company and/or Affiliate becoming a Sanctioned Person; or
- (iv) the continued performance of the Contract being in violation of a Sanction,

then (and without limitation to any other right or remedy available to the Company) the Company may terminate the Contract with immediate effect without liability for any Losses suffered by any member of the Supplier Group.

f) *Supplier default*

If the Supplier:

- (i) breaches any obligation or undertaking under the Contract and fails to remedy it within 5 days of the Company's written request to do so;
- (ii) becomes bankrupt or insolvent;
- (iii) abandons the provision of the Supply;
- (iv) fails to comply with any Relevant Laws;
- (v) fails to take out and maintain any required insurance under the Contract; or
- (vi) fails to comply with its obligations under clause 15, 14 and/or 13;

then the Company may, without prejudice to any other rights it may have, including to claim damages, terminate the Contract with immediate effect.

g) *Termination for convenience*

- (i) The Company may at any time, in its absolute discretion, terminate the Contract or any Purchase Order in whole or in part on 30 days' written notice to the Supplier. The Company must pay the Supplier, as the Supplier's sole remedy in relation to such termination, all amounts due and unpaid for the Supply at the date of termination.
- (ii) Notwithstanding the foregoing provisions of this clause 26g), the Supplier must continue to provide any part of the Supply in respect of which this Contract is not terminated and must continue to perform in terms of this Contract until the date of termination.

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27. General:

a) *Notices*

Notices must be in writing, in English and addressed to the receiving party at the physical or email address specified in the Purchase Order and will be deemed to have been received:

- (i) if delivered personally, upon delivery; or
- (ii) if sent by email on a business day, on date of transmission of the email, or on a day other than a business day, on the next business day.

b) *Assignment*

- (i) Subject to clause b)(ii), neither party may, without the other party's prior written consent, cede, assign and/or delegate to any person any right, title, interest or obligation under the Contract (including liabilities), which consent shall not be unreasonably withheld.
- (ii) The Company may cede, assign and/or delegate any of its rights, title, interests or obligations under the Contract to any Valterra Platinum entity, without obtaining the Supplier's consent but must notify the Supplier thereof, whether prior to or after the cession, assignment or delegation.

c) *Subcontracting*

The Supplier shall not subcontract the whole or portions of the performance of the Contract without the Company's prior written consent. The Supplier shall be responsible and liable for the acts or defaults of any subcontractor and its employees, as if they were the acts or defaults of the Supplier.

d) *Restraints / Non-solicitation*

- (i) For the duration of this Contract and for a period of 12 months following its termination or expiry, the Supplier shall not, directly or indirectly, without the prior written consent of the Company:
 - A. solicit, induce, encourage or attempt to persuade any employee of the Company to terminate their employment with the Company or accept employment or any position with the Supplier or any third party;
 - B. provide any advice or information to any person or entity for the purpose of recruiting or hiring any employee of the Company; or
 - C. solicit, interfere with, or endeavour to entice away from the Company any client, customer or supplier of the Company with whom the Supplier had dealings during the term of the Contract, for the purpose of providing competing goods or services.
- (ii) The Supplier warrants that it shall not use any confidential information of the Company to assist in any of the prohibited activities listed in clause 27d)(i).

e) *Benefit*

The Contract will also be for the benefit and be binding upon the successors in title and permitted assigns of the parties or either of them.

f) *Severability*

If any provision contained in the Contract is found to be void, illegal or unenforceable by any court or body or authority of competent jurisdiction, that provision shall be treated as *pro non scripto*, shall be severed from the Contract and the remainder of the Contract shall have full force and effect.

g) *Non-waiver*

No failure by a party to enforce any provision of this Contract will constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

h) *Variation and amendment*

- (i) No addition to, variation, deletion, or agreed cancellation of all or any clauses of the Purchase Order will be of any force or effect unless in writing and signed by the

Company.

- (ii) The Supplier must confirm acceptance of any Purchase Order amendment within 2 days of the date of the Purchase Order amendment by the Company, failing which the Purchase Order amendment shall be deemed to be accepted.

i) *No other relationship*

Nothing contained in the Contract is to be construed as constituting a joint venture, agency or partnership between the parties. It is specifically recorded that the Supplier is an employer in its own right.

j) *Non-Exclusivity*

The appointment of the Supplier by the Company in terms of this Contract is on a non-exclusive basis and the Company may appoint other suppliers to provide the Supply from time to time.

k) *Survival*

Any provision of the Contract contemplating performance or observance subsequent to any termination or expiration of the Contract shall survive the termination or expiration and continue in full force and effect.

l) *Entire agreement*

The Contract constitutes the entire agreement between the parties and supersedes and replaces any and all prior agreements, quotation requests, understandings, representations, warranties, promises, statements, negotiations, letters and documents (if any) made or given prior to the date of the Contract.

m) *Standard Warranties*

The Supplier warrants that:

- (i) it is entering into the Contract as principal (and not as agent or in any other capacity);
- (ii) no other party is acting as a fiduciary for it; and
- (iii) it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in the Contract

28. South African Jurisdictional Conditions:

a) *Dispute Resolution*

- (i) Any dispute between the parties arising out of the Contract shall be submitted to arbitration in accordance with the commercial arbitration rules of the Arbitration Foundation of Southern Africa, provided the parties first attempted at least once to resolve the dispute by negotiation. The arbitration shall be held in Sandton, South Africa, and conducted in English.
- (ii) Nothing in this clause 28a) shall preclude either party from seeking an urgent interdict or urgent relief from a court of competent jurisdiction, including pending the award of the arbitrator.
- (iii) Notwithstanding the existence of a dispute, the parties must continue to perform in terms of this Contract.

b) *Applicable law:*

The laws of the Republic of South Africa apply to this Contract and any non-contractual obligations arising out of or in connection with this Contract.

c) *Jurisdiction*

Subject to clause 28a), the parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division (Johannesburg) in any dispute arising from or in connection with this Contract.

d) *Stipulatio Alteri*

No provision herein constitutes a *stipulatio alteri* in favour of any person who is not a party to the Contract.

e) *Fronting*

If the Company becomes aware or has a reasonable suspicion that any fronting (the offense under section 130(1) of the Broad-Based Black Economic Empowerment Act, No. 53 of 2003 and the Broad Based Black Economic Empowerment Amendment Act No. 46 of 2013) ('**BBBEE Act**') is taking or

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has taken place, then the Company may suspend and/or terminate the Contract with immediate effect without any liability for any Losses.

this interest rate is a substantial contractual remedy for late payment of debts for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

f) *Inclusive procurement*

- (i) The Supplier warrants that it will prioritise labour from the host community identified in the Company's social and labour plan of the relevant Site ('**Host Community**') and implement skills development and skills transfer programs to ensure that such recruited labour are able to perform tasks safely and efficiently.
- (ii) The Supplier shall prioritise the purchase of goods and services required for performance under this Contract from Host Community businesses, focusing on SMMEs, Historically Disadvantaged Individuals (HDI's), Women and Youth owned enterprises which must meet all safety, technical capability and delivery requirements.
- (iii) The Supplier shall demonstrate evidence of enterprise and supplier development activities and interventions consistent with the BBBEE Act and in line with the Company objectives aimed at improving Host Community businesses' capacity.
- (iv) On request by the Company, the Supplier shall provide reports in the requisite format detailing information requested from the Company, including the number of employees recruited from the Host Communities; the number of Host Community businesses from which goods and services are procured by the Supplier and total spend with Host Community businesses; and other information the Company may require.
- (v) The Supplier shall use best efforts to collaborate with the Company on social development projects, including host community development programmes (i.e. charitable, education, health, skills building and other types of development activity); and use reasonable endeavours to mitigate potential negative social impacts, utilising at minimum the guidance outlined in any Company Policy on this subject.

29. United Kingdom Jurisdictional Conditions:

a) *Dispute Resolution*

- (i) Any dispute between the parties arising out of the Contract shall be submitted to arbitration in accordance with the commercial arbitration rules of the London Court of International Arbitration, provided the parties first attempted at least once to resolve the dispute by negotiation. The arbitration shall be held in London, England, and conducted in English.
- (ii) Nothing in this clause 29a) shall preclude either party from seeking an urgent interdict or urgent relief from a court of competent jurisdiction, including pending the award of the arbitrator.
- (iii) Notwithstanding the existence of a dispute, the parties must continue to perform in terms of this Contract.

b) *Applicable law:*

The laws of England and Wales including the UK Modern Slavery Act 2015, apply to this Contract and any non-contractual obligations arising out of or in connection with this Contract.

c) *Jurisdiction*

Subject to clause 29a), the parties hereby consent and submit to the non-exclusive jurisdiction of the Courts of England and Wales in any dispute arising from or in connection with this Contract.

d) *Third Party Rights*

The parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

e) *Interest on late payment* (only applicable when UK Jurisdictional Conditions apply)

Overdue amounts owed by the Company will bear interest at 2% over the Bank of England base rate from time to time from the due date, until payment is made. The parties agree that

[OFFICIAL]