



Company: Pilgangoora Operations Pty Ltd

Contractor: [Insert]

Minor Services Contract

PILGANGOORA LITHIUM-TANTALUM PROJECT

[Insert description of package]

CONTRACT NO.: [[Keywords]]

Date _____

Parties

Pilgangoora Operations Pty Ltd (ACN 616 560 395) of Level 2, 88 Colin Street, West Perth, Western Australia 6005 (Company); and

[Insert Contractor name] (ACN [Insert]) of [Insert] (Contractor)

Background

The Company has agreed to engage the Contractor to perform the Services on the terms described in this Contract.

Agreed terms

1 Provision of Services

- (a) The Contractor must provide the Services during the Term in accordance with the terms of this Contract.
- (b) By providing the Services referred to in this Contract, the Contractor agrees to be bound by this Contract.
- (c) This Contract applies to the Services whether commenced before, on or after the date of this Contract.
- (d) The Company may, at its option, extend the Term for a period no greater than the period specified in Schedule 1. The option may be exercised by notice in writing to the Contractor given at any time prior to the expiry of the then current Term. The extended Term will be on the same terms and conditions as this Contract.
- (e) The Contractor and its Personnel must obtain and maintain (at their own expense) any authorisations, licences, permits or consents necessary for providing the Services and to fulfil its obligations under the Contract.
- (f) The Contractor represents and warrants on a continuing basis that:
 - (i) the Services will:
 - (A) comply with any relevant legislation, standards and industry best practices;
 - (B) be free from any defect in workmanship and makeup;
 - (C) be provided with due care and skill and be of high quality and workmanship;
 - (D) be provided by appropriately qualified, competent, skilled, experienced and professional personnel;
 - (E) be fit for the purpose stated in or otherwise reasonably inferred from the Contract;
 - (F) not infringe or contribute to the infringement of any intellectual property rights;
 - (G) be free from all Security Interests; and
 - (H) be performed in compliance with all terms of the Contractor's relevant authorisations, licences, permits and consents.
 - (ii) any information supplied by the Contractor or its Personnel relating to this Contract, or the Services is true and correct.
- (g) Unless the Contract specifies otherwise, the Contractor must supply, at its own expense, all labour, supervision, plant, equipment, tools, appliances or other property and items the Contractor requires to properly perform the Services and to fulfil its obligations under the Contract.
- (h) Any plant, equipment, tools, appliances or other property and items that the Company provides to the Contractor are used at the Contractor's own risk and remain the property of the Company and must only be used for the purposes of providing the Services.

2 Inspection

- (a) The Company may enter the premises where the Services are being performed to inspect the Services at any time. No inspection of the Contractor's Services relieves the Contractor of its obligations under this Contract.
- (b) If on inspection the Company reasonably believes any Services to be defective or otherwise non-compliant with this Contract, the Company may (as applicable):
 - (i) reject those Services by notifying the Contractor in writing; or
 - (ii) require the Contractor to repair, rectify or resupply those Services at its cost (including the cost of transport).
- (c) The Contractor must refund, when requested, any payments made by the Company in respect of Services which the Company rejects in accordance with this clause 2.

3 Security

- (a) As security for the due and proper performance of this Contract by the Contractor:
 - (i) If specified in item 8 of schedule 1, within 10 Business Days of the earlier of commencement of the Services under the Contract and the Commencement Date, the Contractor must provide the Company with an unconditional and irrevocable undertaking:
 - (A) for the amount in Item 8 of schedule 1;
 - (B) issued by:
 - (i) a bank authorised under section 9 of the *Banking Act 1959* (Cth), which:
 - (1) has its principal place of business in Australia; and
 - (2) has a Standard & Poor's long-term issuer credit rating of AA minus or better (Required Rating); or
 - (ii) a financial institution acceptable to the Company in its absolute discretion;
 - (C) in a form approved by the Company in its absolute discretion (an approved form is in schedule 4); and
 - (ii) if specified in Item 9 of schedule 1, the Contractor must, within 10 Business Days after the Commencement Date, provide to the Company:
 - (A) a deed of guarantee and indemnity duly executed and enforceable against the person named in schedule 1; and
 - (B) if the person named in schedule 1 is incorporated outside of Australia, a legal opinion supporting, and in respect of, the relevant deed of guarantee and indemnity.
- (b) If at any time when security provided in accordance with clause 3(a)(i) is effective the issuer of that security ceases to have the Required Rating the Contractor must within 5 Business Days of that event occurring, procure a replacement security in favour of the Company or the relevant assignee (as applicable) from an issuer with the Required Rating, in a form approved by the Company in its absolute discretion (an approved form is set out in schedule 4) and otherwise in accordance with clause 3(a)(i)(B) and for the amount then remaining of the security it is replacing. On receipt of the replacement security the Company must return the security which is being replaced.
- (c) Subject to clause 3(d), within 20 Business Days after the expiry of the Term, security provided in accordance with clause 3(a) must be returned to the Contractor.

- (d) The Company may convert all or part of the security provided by the Contractor under this clause 3 at any time and without notice.
- (e) The Company may use the proceeds of the security in relation to any loss which the Company has incurred or claims that it has incurred or might in the future incur in connection with any actual or alleged act, default or omission of the Contractor.
- (f) The Contractor must not take any steps to injunct or otherwise restrain:
 - (i) any issuer of any security provided under the Contract from paying the Company pursuant to the security;
 - (ii) the Company from taking any steps for the purposes of making a demand under any security provided under the Contract or receiving any payment under any such security; or
 - (iii) the Company using the money received under any security provided under the Contract.
- (g) The Company is not liable for any loss occasioned to the Contractor by the conversion of security into money or the application of that money.

4 Price, invoicing and payment

- (a) In this clause 4, terms or expressions which have a defined meaning in the GST Act have the same meaning given in the GST Act. The GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- (b) Subject to the Contractor's proper performance of its obligations under and in accordance with this Contract, the Company must pay the Contractor the Price in accordance with this Contract.
- (c) The Price is inclusive of all duties and taxes (except GST) and costs incurred by the Contractor and its Personnel in providing the Services including the cost of any items used or supplied in conjunction with the Services. Except to the extent expressly provided in this Contract, the Price is fixed and will not be subject to variation for rise and fall, exchange rate variations or any other variation.
- (d) The Contractor must submit tax invoices to the Company:
 - (i) either on completion of the Services or at the times specified in Item 10 of Schedule 1 (if any); or
 - (ii) if this Contract constitutes a construction contract to which the Security of Payment Act applies, on the last day of each month commencing on the month in which the Services were first performed until the Services have been completed,

(Claim Date).
- (e) The tax invoice must be in a form acceptable to the Company and must contain the following information:
 - (i) the Contract number;
 - (ii) a brief description of the Services supplied in the relevant period to which the tax invoice relates;
 - (iii) the amount due and payable, which must be calculated as follows:
 - (A) by valuing the Services completed to the date of the tax invoice in the relevant period using the applicable rates and prices; and
 - (B) adding or deducting any amount due from one party to the other under this Agreement;
 - (iv) any further information stipulated in the GST Act or any other applicable tax legislation, or by the Company, so that the Company will receive the benefit of any tax credit or refund in relation to the supply of the Services; and
 - (v) such other information as may be requested by the Company.
- (f) If this Contract constitutes a construction contract to which the Security of Payment Act applies, within 10 Business Days of the later

of the Claim Date and the date that the Contractor's tax invoice is received by the Company, the Company must give to the Contractor a payment schedule indicating the amount payable and the reasons why the amount scheduled for payment is less than the amount claimed in the invoice.

- (g) Within one Business Day of receipt of a payment schedule from the Company under clause 4(f), the Supplier must provide to the Company an adjustment note or revised tax invoice
 - (h) Subject to the Contractor complying with this clause 4, the Company will pay all invoices rendered to the Company by the Contractor under this clause 4:
 - (i) within 45 days from the end of the month of receipt of that invoice, except where the Company disputes the invoice; or
 - (ii) where this Contract constitutes a construction contract to which the Security of Payment Act applies, within 20 Business Days of the later of the Claim Date and the date that the Company received the invoice that the Contractor submitted pursuant to clause 4(d).
 - (i) If the Company disputes any amount claimed by the Contractor to be due and payable, the Company will pay the undisputed part of the invoice (if any) and withhold the balance pending resolution of the dispute. If the resolution of the dispute determines that the Company must pay an amount to the Contractor, the Company will pay that amount upon resolution of the dispute.
 - (j) Where a Price is calculated on a 'cost plus', 'schedule of rates' or 'per day' basis, the Company may audit the Contractor's records to determine if the Price has been correctly calculated at any time within 12 months after submission of the relevant tax invoice.
 - (k) If any supply made under this Contract is or becomes subject to GST, the party to whom the supply is made must pay to the party making the supply in addition to any consideration payable an additional amount on account of GST. If any party is required to reimburse or indemnify the other party for a cost, expense or liability (**Cost**) incurred by the other party, the amount of that Cost for the purpose of this Contract is the amount of the Cost incurred less the amount of any credit or refund of GST to which the party incurring the Cost is entitled to claim.
 - (l) If the Company is entitled to an exemption or concession concerning any tax or import duty or import tariff in connection with the Services or any good, material, item or thing supplied as part of the performance of the Services, the Contractor must apply for that concession or exemption and as far as possible promptly pass on to the Company the benefit of that concession or exemption.
 - (m) No interest will be payable by the Company in respect of any invoice rendered to the Company by the Contractor under this clause 4 which remains due and payable and unpaid.
 - (n) The Company may withhold, retain or set off from any payment due to the Contractor under this Contract any or all monies due, or becoming due, to the Company by the Contractor and any amounts the Company deems necessary to protect it against any costs, charges, expenses or damages for which the Contractor may become liable to the Company in connection with this Contract or otherwise.
 - (o) All payments by the Company will be on account only and will not be an admission that the Services comply with this Contract.
 - (p) Unless otherwise agreed, any money payable to the Contractor is to be paid in Australian Dollars.
- #### 5 Variations
- (a) The Company's Representative may, at any time, by notice in writing direct the Contractor to carry out a Variation.
 - (b) No direction under clause 5(a) will vitiate this Contract and the Contractor must not vary the Services except in accordance with this clause 5.

- (c) If the Contractor considers that a direction from the Company is a direction for a Variation, then it must notify the Company, in writing, prior to the commencement any services, the subject of the direction and in any event within five Business Days of the purported Variation direction, that the Contractor considers the direction to be a direction to perform a Variation. As soon as possible thereafter but in any event no later than ten Business Days after the purported direction to perform a Variation, the Contractor must notify the Company of its estimate of the costs of performing the purported Variation.
- (d) Within ten Business Days of completion of a Variation, the Contractor must submit to the Company's Representative its final claim in respect of the Variation direction.
- (e) Subject to clause 5(f), if a direction is given by the Company's Representative under clause 5(a), the Price will be adjusted by:
- (i) an amount agreed by the Company and the Contractor;
 - (ii) where no agreement has been made, the amount calculated by applying the rates in schedule 3 to the Variation; or
 - (iii) to the extent that rates do not apply, a reasonable amount determined by the Company's Representative,
- and to the extent that the Variation involves an omission to the Services, any adjustment to the Price will include a reasonable deduction for profit and overheads.
- (f) Unless the Contractor has:
- (i) either received a direction from the Company's Representative under clause 5(a) or has delivered all notices in accordance with and within the time required by clause 0; and
 - (ii) submitted its final claim in respect of the services, the subject of the direction, in the form and within the time required by clause 5(d),

the Contractor will have no entitlement as a consequence of complying with any direction given by the Company's Representative, however this will not prevent the Company's Representative from reducing the Price in accordance with clause 5(e) by reason of the direction. Under no circumstances will the Contractor have any entitlement exceeding the amount of its final claim submitted in accordance with clause 5(d).

6 Site services

- (a) The Contractor and its Personnel must, in providing the Services, use their best endeavours not to interfere with any of the Company's activities or the activities of any other person on the Company's Site or premises and ensure that the Company's Site and premises are left secure, clean, orderly and fit for immediate use.
- (b) Subject to the compliance by the Contractor with the terms of the Contract, the Company will give the Contractor access to the Company's Site as and when reasonably required to enable the Contractor to perform the Services. The Contractor and its Personnel enter the Company's Site at the Contractor's risk. The Contractor will not be given exclusive access to the Site and may be required to share the Site with others.
- (c) The Contractor acknowledges and agrees that:
- (i) the Company remains in possession of its Site at all times; and
 - (ii) the Company retains overriding control of its Site.
- (d) Where the supply of Services requires the Contractor or its Personnel to enter the Company's Site or premises, the Contractor and its Personnel must comply with the Company's Policies. The Contractor is responsible for the distribution of the Company's Policies to its Personnel.
- (e) The Contractor will be responsible for providing its Personnel with all necessary safety equipment and clothing at no cost to the Company. When on the Company's Site, all Personnel are required to wear

appropriate safety protection in accordance with the Company's Policies.

- (f) The Contractor must:
- (i) work co-operatively with other contractors at the Company's project Site;
 - (ii) co-ordinate its work with other contractors' work to minimise any delays;
 - (iii) not unreasonably obstruct, delay or interfere with other contractors' work; and
 - (iv) comply with all written directions from the Company regarding other contractors and their work.
- (g) The Price is taken to include all costs of overcoming all Site Conditions (including any prior work by others) which could have been contemplated by a competent contractor who had examined all information made available by the Company to the Contractor for the purpose of making an offer to perform the Services under the Contract, obtained and examined all information reasonably obtainable from authorities by the making of reasonable enquiries, and inspected the Site and its near surrounds.
- (h) The Contractor is responsible for, and must make good, any damage to the Environment caused by the performance of the Services, including any unlawful pollution of the Site or its surroundings.

7 Work health and safety

- (a) The Contractor is responsible for the occupational health and safety at all times of all workers engaged or caused to be engaged by the Contractor in connection with the Contract or any part of the Services under the Contract.
- (b) The Contractor is responsible for ensuring that the health and safety of other persons is not put at risk from work carried out as any part of the Services under the Contract.
- (c) The Contractor must:
- (i) ensure that in carrying out its obligations under the Contract it complies with all Safety Legislation;
 - (ii) ensure that all of the Contractor's Personnel, and all agents, employees or contractors of any subcontractor, comply with all Safety Legislation;
 - (iii) keep the Company fully and regularly informed of all safety matters arising out of, or in any way in connection with, the Contract;
 - (iv) ensure that all work, plant, equipment and other items used in the performance of the Services under the Contract are maintained in a safe and working order;
 - (v) when on the Company's mine site, ensure that its Personnel promptly obey all directions and instructions of the person appointed to a Statutory Position (which notwithstanding any other provision of this Contract to the contrary, may be given orally) relating to the health and safety of persons or property, or to the proper compliance with the Safety Legislation; and
 - (vi) ensure that all Services performed under the Contract are executed in a safe manner.
- (d) If the Contractor fails to comply with an obligation under the Safety Legislation or this clause 7, the Company may perform or have performed the obligations on the Contractor's behalf and the costs and expenses incurred by the Company are recoverable from the Contractor as a debt due to the Company.

8 Insurance

- (a) The Contractor must take out and maintain, and must ensure that its subcontractors take out and maintain, at the Contractor's and its subcontractors' own cost the following insurance policies:

- (i) public and products liability insurance with a limit of liability not less than the amount set out at item 11 of schedule 1 of the Contract;
- (ii) workers compensation insurance with a limit of liability not less than the amount set out at item 12 of schedule 1 of the Contract. The workers compensation insurance must include a waiver of subrogation for both statutory benefits and common law in favour of the Company;
- (iii) if the provision of the Services requires the Contractor to:
 - (A) provide or use plant and equipment – plant and equipment insurance for an amount not less than the market value of such plant and equipment;
 - (B) transport goods – goods in transit insurance for the full replacement value of such goods;
 - (C) use motor vehicles on the Company's Site or premises – motor vehicle insurance with a minimum cover of \$20 million per claim and unlimited as to the number of claims; or
 - (D) provide directly or indirectly professional services or if schedule 1 specifies that the Contractor must effect professional indemnity insurance – professional indemnity insurance with a minimum cover of the amount set out at item 13 of schedule 1;
- (iv) any other insurances required by law.
- (b) Each insurance policy which the Contractor is required under this Contract to take out and maintain (except for professional indemnity insurance) must include an extension to indemnify the Company as principal for legal liability arising out of or in connection with the Contractor's and its subcontractors' performance of their obligations under this Contract.
- (c) The insurance policies required to be maintained under this clause 8 must be maintained until the expiry of the Term, except in the case of professional indemnity insurance which must be maintained for a further period of 7 years.
- (d) Within 5 business days of execution of this Contract, and in any event before commencing the provision of Services (and at any other time upon request by the Company), the Contractor must provide the Company certificates of currency for any insurances required to be held by the Contractor or its Personnel under this Contract. All costs incurred by the Company as a consequence of the Contractor or its Personnel not maintaining such insurances will be a debt due from the Contractor to the Company.

9 Liability and indemnities

- (a) Subject to clause 9(b) and 9(c), the Contractor indemnifies the Company and its Personnel against:
 - (i) all loss or damage to the Company's property;
 - (ii) any claim, demand, action, suit or proceeding that may be brought by any person against the Company or any of the Company's Personnel;
 - (iii) any loss, damage, cost or expense suffered or incurred by the Company in respect of personal injury to or death of any person; and
 - (iv) loss of or damage to any property (including any suit for an injunction in respect of any loss, apprehended loss or interference with enjoyment of any property),
 arising out of or as a consequence of:
 - (v) an act or omission of the Contractor or its Personnel; or
 - (vi) the Contractor's breach of its obligations under the Contract.
- (b) Neither party is liable to the other party for any loss of use, loss of revenue, loss of profit, loss of product or production, business interruption, loss of business opportunity, loss of savings, loss of use

of capital or loss of goodwill arising out of or in connection with this Contract except in relation to:

- (i) any liability in respect of death or injury to persons or damage to property;
- (ii) loss or liability to the extent that the Contractor is indemnified for the liability under any policy of insurance that it is required to maintain under this Contract or would have been indemnified if it had complied with its obligations under this Contract and the insurance policies;
- (iii) breach of clause 13;
- (iv) breach of any applicable laws by the Contractor related to performance of the Services;
- (v) liability for any fine, penalty, sanction or compensation imposed by any law;
- (vi) liability for wilful misconduct in breach of this Contract which has substantial harmful consequences for the other party (including an intentional unlawful abandonment of this Contract); or
- (vii) conduct which is so grossly careless that it amounts to a reckless disregard for the harmful, foreseeable and avoidable consequences which may result from it.
- (c) Notwithstanding any other provision of this Contract, the Contractor is not required to indemnify the Company for any liability to pay a fine for an offence under the Safety Legislation
- (d) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Contract.

10 Assignment and subcontracting

- (a) The Contractor may not assign or encumber all or any part of its rights or transfer its obligations under this Contract without the Company's prior written consent.
- (b) The Company may assign or novate all or any part of its rights or obligations under this Contract without the Contractor's consent.
- (c) The Contractor proposes to use the subcontractors set out in Schedule 5 to complete the specific components of the Services identified in Schedule 5.
- (d) Except for the specific components of the Services proposed to be completed by the subcontractors identified in Schedule 5, the Contractor must not subcontract all or any part of its obligations under this Contract without the Company's prior written consent.
- (e) The Contractor must ensure that its Personnel comply with this Contract as if they were parties to it and the Contractor is liable for any acts, omissions and breaches of this Contract by its Personnel as if those acts, omissions or breaches are those of the Contractor.

11 Suspension

- (a) To the extent permitted by law, the Company may at any time and for any reason, suspend performance of this Contract by giving the Contractor notice. If the Contractor receives a notice of suspension from the Company, the Contractor must immediately suspend performance of the relevant obligations until such time as the Company directs the Contractor to resume performance of those obligations by notice in writing. The Contractor will be entitled to payment of any additional direct costs which are unavoidably incurred as evidenced by supporting documents as a result of the suspension, provided that the suspension was not necessary because of an act, default or omission of the Contractor.

12 Intellectual property

- (a) The Contractor hereby grants to the Company a non-exclusive, irrevocable, perpetual, royalty free licence to use, modify, adapt or

sublicence any intellectual property in the Services or documentation provided by the Contractor under this Contract.

- (b) The Contractor must do all things necessary to give full effect to the rights and obligations contained in this clause 12.
- (c) The Contractor warrants that provision of the Services will not infringe the intellectual property rights of any third party and that it has all intellectual property consents, licences and rights necessary to perform its obligations under this Contract.

13 Confidentiality

- (a) Except to the extent necessary to comply with its obligations under this Contract, the Contractor must not and must ensure that its Personnel do not, disclose to any person any information (including the existence of or terms of this Contract) owned or relating to the Company, its business or its Personnel or customers, without the written consent of the Company except to the extent required by a Court order or the rules of any securities exchange.
- (b) The Contractor must not advertise or issue or cause to be advertised or issued, any information, publication, document or article for publication or media releases or other publicity relating to the Services provided in accordance with this Contract, or the Company's business without the prior written approval of the Company.
- (c) The obligations in this clause 13 survive termination of this Contract.

14 Termination

- (a) The Company may immediately upon written notice terminate this Contract for the Contractor's default if:
 - (i) the Contractor commits a Serious Breach; or
 - (ii) the Contractor does not carry out any obligation under this Contract and, in the case of a default which is capable of remedy, does not remedy that default within five Business Days after the Company serves written notice on the Contractor requiring the default to be remedied.
- (b) If the Company terminates the Contract under **clause 14(a)**, the respective rights and liabilities of the parties will be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract and the other party elected to treat the Contract as at an end and recover damages.
- (c) The Contractor may terminate this Contract if:
 - (i) the Company does not pay the Contractor any undisputed money due and owing to it under this Contract; and
 - (ii) the Company does not pay that money within a further period of 20 Business Days after the Contractor serves written notice on the Company requiring payment.
- (d) Without prejudice to any of the Company's other rights or entitlements or powers under this Contract, the Company may at any time for its sole convenience, and for any reason, by written notice to the Contractor terminate this Contract effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the Contractor. If the Contract is terminated by the Company in accordance with this clause 14(d), subject to any rights of set off or deduction which the Company may have, the Company's only obligation will be to pay the Contractor for the direct costs which have been unavoidably incurred by the Contractor as a result of compliance with this Contract prior to the date of termination (as evidenced by supporting documentation).
- (e) On termination by any cause, the Contractor must do the following in an orderly manner:
 - (i) cease the performance of the Services;
 - (ii) if the Company so requests, assign to the Company all rights (if any) of the Contractor under subcontracts related to the performance of the Services; and

- (iii) demobilise any of the Contractor's Personnel and remove any of its equipment and materials, from the Site.

- (f) The parties acknowledge that:
 - (i) the sums payable under **clause 14** will be in full and final satisfaction of all obligations of the Company to the Contractor in relation to this Contract, the termination of this Contract and the performance of the Services by the Contractor; and
 - (ii) all rights vested in the Company by **clause 14(d)** are without prejudice to any other rights and remedies of the Company.

15 Dispute resolution

- (a) Subject to clause 15(b), any dispute arising in relation to this Contract (Dispute) must be determined in accordance with this clause 15.
- (b) Clause 15(a) does not prevent either party from applying to the Supreme Court of Western Australia for urgent injunctive relief in relation to this Contract.
- (c) If a party alleges a Dispute has arisen it must give notice of that fact to the other party (**Dispute Notice**).
- (d) Within ten business days of service of a Dispute Notice, senior representatives of the Company and Contractor must meet and, confidentially and in good faith, attempt to resolve the Dispute. If the Dispute is not resolved within ten Business Days of the last date for the meeting of delegates under this clause (or any longer period agreed by the parties in writing), the matter will be and is hereby referred to confidential arbitration.
- (e) The seat of the arbitration will be Perth, Western Australia and the arbitration is to take place in Perth before one arbitrator. The arbitrator will be nominated by the President of the Resolution Institute, Australia and their successors upon the application of either party. The arbitration will be conducted in accordance with the Resolution Institute Arbitration Rules (as amended by the Resolution Institute from time to time).
- (f) To the extent permitted by law, the parties agree that:
 - (i) the powers conferred and restrictions imposed on a court by Part 1F of the Civil Liability Act 2002 (WA) are not conferred or imposed on the arbitrators appointed under this clause 15; and
 - (ii) any such arbitrators will have no power to make an order or award in respect of a Dispute by applying or considering the provisions of Part 1F of the Civil Liability Act 2002 (WA) (or any equivalent statutory provisions in any other state or territory) which might, in the absence of this clause 15, have applied to any Dispute referred to arbitration.

16 Notices

- (a) Unless expressly stated otherwise in this Contract, all notices, certificates, consents, approvals, waivers and other communications in connection with this Contract (Communications) must be:
 - (i) in writing;
 - (ii) marked for the attention of the Company's Representative or Contractor's Representative (as applicable) or, if the recipient has notified otherwise, then marked for attention in the last way notified; and
 - (iii) where schedule 1 states that notices must be given by an electronic management system, the notice must be given by the electronic management system.
- (b) Unless schedule 1 states that a notice must be given by an electronic management system, all Communications must be:
 - (i) delivered at;
 - (ii) sent by prepaid post (airmail if appropriate) to;
 - (iii) sent by email to; or

- (iv) given in any other way permitted by Law to, the address, or email (as applicable) of the addressee set out in schedule 1 of this Contract or subsequently notified.
- (c) All Communications must be treated as given to and received by the party to whom it is addressed:
 - (i) if delivered, upon delivery, and otherwise on the next Business Day at the place of delivery;
 - (ii) if sent by prepaid post, three days after posting (or seven days after posting if sent to or from a place outside Australia);
 - (iii) if sent by email:
 - (A) at the time shown in the delivery confirmation report generated by the sender's email system; or
 - (B) if the sender's email system does not generate a delivery confirmation report within 12 hours after the time the email is sent (unless the sender receives a return email notification that the email was not delivered, undeliverable or similar) at the time which is 12 hours from the time the email was sent.
- (d) Despite clause 16(c), if a Communication is received (or taken to be received) after 5.00pm in the place of receipt or on a non-Business Day, it is to be taken to be received at 9.00am on the next Business Day.

17 Modern Slavery prevention

- (a) The Contractor represents and warrants on a continuing basis that neither the Contractor nor any of its directors, officers, employees, representatives, agents, contractors or subcontractors will engage in Modern Slavery.
- (b) The Contractor must provide, within a reasonable time, all information reasonably requested by the Company for the purposes of the *Modern Slavery Act 2018* (Cth). The Contractor represents and warrants that any information it supplies to the Company in accordance with this clause 17 is true and accurate and may be relied upon by the Company for the purposes of the *Modern Slavery Act 2018* (Cth).

18 General

- (a) In performing this Contract, the Contractor and its Personnel must comply with all applicable laws and the terms of any applicable licences or permits.
- (b) This Contract supersedes all other communications and negotiations (whether oral or written) between the Contractor and the Company and any written terms of the Contractor in relation to the Services and constitutes the entire agreement between the Contractor and the Company in respect of those Services.
- (c) Unless expressly stated otherwise, where a right or remedy is conferred on the Company under this Contract, that right or remedy is in addition to, and not in substitution of, any other right or remedy conferred on the Company under this Contract or according to law.
- (d) This Contract is governed by the laws of Western Australia.
- (e) Where this Contract allows the Company a discretion as to whether to do or not do any act, matter or thing of any kind, or confers on the Company a power or determination or right of opinion, approval, consent or the like, that discretion, power or right is absolute, unless the Contract expressly states otherwise, and the Company is not obliged to give its reasons.
- (f) Each party will bear its own costs in relation to the negotiation, preparation and execution of this Contract and any further documentation required.
- (g) No amendment to this Contract is effective unless made in writing and signed by each party.

- (h) No waiver of a right or remedy under this Contract is effective unless it is in writing and signed by the party granting it. A single or partial waiver or exercise of a right or remedy under this Contract does not prevent a further exercise of that or of any other right or remedy. Failure to exercise or delay in exercising a right or remedy under this Contract does not operate as a waiver or prevent further exercise of that or any other right or remedy.
- (i) Any provision of this Contract which is void or unenforceable is to be read down or severed to the extent it is possible to do so without affecting the validity or enforceability of this Contract. The invalidity or enforceability of one or more of the provisions of this Contract will not invalidate, or render unenforceable, the remaining provisions of this Contract.
- (j) Nothing in this Contract constitutes a joint venture, agency, partnership or other fiduciary relationship between the parties. The Contractor is an independent contractor and not an employee or agent of the Company.
- (k) The Contractor acknowledges that any breach by it of the Contract may result in the Company committing breaches of and being liable for losses, damages, costs and expenses under Project Documents. The parties agree that, notwithstanding clause 9(b), the losses, damages, costs and expenses in this clause 18(k) are within the contemplation of the parties as being the direct result of any breach by the Contractor of this Contract.
- (l) The Contractor shall deliver to the Company an indigenous employment and business opportunities plan to the reasonable satisfaction of the Company which identifies opportunities for indigenous people including the native title party.
- (m) To the extent of any ambiguity or inconsistency between the provisions of any of the documents that comprise this Contract, the documents shall take precedence in the order listed in the definition of Contract at clause 19(a), and any documents listed in the schedules and attachments shall take precedence in the order they are listed.
- (n) This Contract may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

19 Interpretation

- (a) In this Contract:
 - Business Day** means a day which is not a Saturday, Sunday or bank holiday in Perth, Western Australia.
 - Claim Date** has the meaning given to that term in clause 4(d).
 - Commencement Date** means the date set out at item 3 of schedule 1.
 - Company's Representative** means the person identified in schedule 1, or a replacement notified in writing by the Company to the Contractor.
 - Contract** means:
 - (a) the special conditions (if any);
 - (b) these terms and conditions;
 - (c) the schedules; and
 - (d) any attachments.
 - Contractor's Representative** means the person identified in schedule 1 or a replacement approved by the Company.
 - Environment**: means components of the earth, including:
 - (a) land, air and water;

- (b) any layer of the atmosphere;
 - (c) any organic or inorganic matter and any living organism; and
 - (d) human-made or modified structures and areas,
- and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (c) above.

Insolvency Event means any of the following:

- (a) a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable;
- (b) a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation;
- (c) an application or order is made for the winding up or dissolution, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution, of a corporation;
- (d) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of Western Australia is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within five Business Days;
- (e) a receiver, or receiver and manager, is appointed in respect of any property of a corporation;
- (f) a corporation is deregistered under the Corporations Act 2001 (Cth) or notice of its proposed deregistration is given to the corporation;
- (g) a distress, attachment or execution is levied or becomes enforceable against any property of a person;
- (h) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them;
- (i) a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within five Business Days or a person presents a petition against himself or herself;
- (j) a person presents a declaration of intention under section 54A of the Bankruptcy Act 1966 (Cth); or

anything analogous to or of a similar effect to anything described above under the law of Western Australia occurs in respect of a person.

Modern Slavery has the same meaning as it has in *the Modern Slavery Act 2018* (Cth).

Personnel means the officers, employees, agents, contractors or subcontractors of a party (but the Company's "Personnel" do not include the Contractor or the Contractor's "Personnel").

Policies means any policies, procedures or rules of the Company:

- (a) available on the Company's website;
- (b) listed or set out in schedule 8; and
- (c) as notified by the Company to the Contractor from time to time,

as updated from time to time.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Price means:

- (a) where there is a lump sum in schedule 3, that lump sum; or
- (b) where there are rates in schedule 3, the sum ascertained by multiplying those rates by the quantities properly supplied in accordance with this Contract; or

- (c) where there are both rates and lump sums in schedule 3, the aggregate of the sums referred to in paragraphs (a) and (b), as adjusted under the Contract.

Project Documents means the Company's contractual arrangements with third parties including:

- (a) the Schedule of Native Title Key Obligations; and
- (b) the Schedule of Key Obligations of the Company under Pastoral Access and Compensation Deed,

attached at schedule 6 and schedule 7 of the Contract.

Safety Legislation: means:

- (a) the *Work Health and Safety Act 2020 (WA)* and regulations made thereunder applicable to mining operations, such as the *Work Health and Safety (Mines) Regulations 2022 (WA)* (collectively 'mine safety legislation'), to the extent the mine safety legislation applies to the Site or the Work under the Contract; and
- (b) to the extent the mine safety legislation does not apply to the Site or the Work under the Contract, the *Work Health and Safety Act 2020 (WA)* and any regulations made thereunder, such as the *Work Health and Safety (General) Regulations 2022 (WA)*; and
- (c) any other applicable laws, rules or regulations which relate to health or safety.

Security Interests means a mortgage, caveat, charge, lien, pledge, security, interest, title retention arrangement, preferential right, trust arrangement, encumbrance, contractual right of set off, any security arrangement in favour of any person or any security arrangement which is deemed to be a security interest for the purposes of the PPSA.

Security of Payment Act means the *Building and Construction Industry (Security of Payment) Act 2021 (WA)*;

Serious breach includes:

- (a) an Insolvency Event occurring in relation to the Contractor;
- (b) the Contractor ceases or threatens to cease to carry on its business or a substantial part of its business;
- (c) the Contractor is a natural person and dies; or
- (d) the Contractor fails to comply with any other material obligation under the Contract.

Services means all work and services to be performed and the supply of any goods, materials or other thing, by the Contractor under the Contract including the work or services described in schedule 2.

Site means the place set out in schedule 1 and any other Company site or premises made available to the Contractor by the Company for the purposes of this Contract.

Site Conditions: means the physical conditions and characteristics of the Site and its surroundings, including water, atmospheric and sub-surface conditions and characteristics.

Statutory Position means the person appointed by the Principal as a site senior executive or exploration manager under the *Work Health and Safety (Mines) Regulations 2022 (WA)* for the Site.

Term the period set out at item 6 of schedule 1 as extended under clause 1(d).

Variation means an increase, decrease, change or omission in the scope or nature of the Services.

- (b) In this Contract, unless the context requires otherwise:

- (i) a word in this Contract that has a capitalised first letter has the meaning given to it by this Contract;
- (ii) the singular includes the plural and vice versa;

- (iii) headings are for reference only and do not affect the interpretation of this Contract;
- (iv) a reference to any legislation includes a reference to any proclamation, order, amendments or modification made under that legislation;
- (v) where two or more persons are named as the Contractor, then the obligations on their part will bind and be observed and performed by them jointly and severally;
- (vi) "include", "includes" and "including" means "includes without limitation";
- (vii) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or benefits from it;
- (viii) a reference to:
 - (A) a person includes that person's legal personal representatives, successors, assigns;
 - (B) time is to local time in Perth, Western Australia;
 - (C) "\$" or "dollars" is a reference to Australian currency unless otherwise agreed; and
 - (D) a clause is a reference to a clause of this Contract;
- (ix) if the date on or by which any act must be done under this Contract is not a Business Day, the act must be done on or by the next Business Day; and;
- (x) where time is calculated by reference to a day or event, that day or the day of that event is excluded.

Schedule 1

General Details

Item No.	Information Sought	Details
1	Company: Delivery address: Postal address: Telephone No: Email: ABN: Company's Representative:	Pilgangoora Operations Pty Ltd Level 2, 88 Colin Street, West Perth, Western Australia 6005 PO Box 884, West Perth, Western Australia 6872 +61 8 6266 6266 [Insert details] 75 616 560 395 [Insert name]
2	Contractor: Delivery address: Postal address: Telephone No: Email: ABN: Contractor's Representative:	[Insert Contractor name] [Insert details] [Insert details] [Insert details] [Insert details] [Insert details] [Insert details]
3	Commencement Date: (clause 0)	[Insert details]
4	Completion Date: (clause)	[Insert a date if there is Specified Works, otherwise state, "not applicable"]
5	Site: (clause 0)	[Insert details i.e. The Company's Pilgangoora mine site]
6	Term: (clause 1(d))	[Insert period of time] from the Commencement Date
7	Further term: (clause 1(e))	[Insert period of time Company may extend Contract for]
8	Unconditional undertaking (clause 3)	An unconditional undertaking [is/is not] required [Delete as applicable] [Insert value of unconditional undertaking]
9	Deed of guarantee and indemnity (clause 3)	A deed of guarantee and indemnity [is/is not] required [Delete as applicable] Entity from which deed of guarantee and indemnity is required: [insert or delete if not applicable]
10	Date for submission of invoices (clause 4(d)(i))	[insert details; ie the last day of each month]
11	Amount of public and products liability insurance: (clause 8)	\$50,000,000 for any one occurrence and unlimited as to the number of claims (in the aggregate with respect to products liability)
12	Amount of workers compensation insurance (clause 8)	\$50,000,000 to cover statutory and common law liability (or such greater sum as required by law) and unlimited as to the number of claims

13	Professional indemnity insurance required Amount (clause 8)	[Insert whether required] <i>[If required, insert amount - \$5 million per claim and in the aggregate for all claims arising from the same event]</i>
14	Must Notices be sent by an electronic management system	[Yes/No*] <i>[If Yes, insert name of relevant electronic management system]</i> *Delete whichever is not applicable

Schedule 2

Scope of Services (clause 0)

[Insert details of Services to be performed]

Schedule 3

Rates for Calculation of Contract Price and/or valuation of Variations

[Set out rates]

Schedule 4

Approved Form of Unconditional Undertaking

(clause 3 - security)

Details

Bank	### (ABN ###)
Company	Pilgangoora Operations Pty Limited ABN [insert] of [insert address]
Contractor	### (ABN ###) of ###
Agreement	The Minor Services Contract between the Company and the Contractor dated ###
Amount	###

Agreed terms

1 Details

The terms defined in the Details section above apply when used in this undertaking.

2 The undertaking

At the request of the Contractor and in consideration of the Company accepting this undertaking by way of security to the Company for the performance by the Contractor of its obligations under the Agreement, the Bank undertakes unconditionally and irrevocably to pay the Company on demand any sum or sums which may from time to time be demanded by the Company to a maximum aggregate of the Amount.

3 Duration of undertaking

This undertaking is to continue until the first to occur of the following:

- (a) a written notification has been received from the Company that such sum is no longer required by the Company;
- (b) this undertaking is returned to the Bank; or
- (c) payment to the Company by the Bank of the whole of the Amount.

4 Payment to the Company

- (a) The Bank must make payment of the Amount or any part or parts of the Amount to the Company:
 - (i) immediately upon the Bank receiving at any place where the Bank carries on business a written demand from the Company;
 - (ii) so that it is immediately available and freely transferable in Australian dollars clear of and without any deductions;
 - (iii) without reference by the Bank to the Contractor;
 - (iv) despite any notice given to the Bank by the Contractor not to pay the Company any part of the Amount; and
 - (v) irrespective of the performance or non-performance by the Contractor or the Company of the Agreement in any respect.

The Bank acknowledges its obligations under this undertaking constitute direct primary, irrevocable and unconditional obligations. The Bank further acknowledges its obligations under this undertaking will not be abated, suspended, abrogated, varied, discharged or otherwise prejudiced or affected by any matter or thing which, in the absence of this provision, would or might have that effect, except for a discharge or amendment expressly made or agreed to in writing by the Company.

The Bank may at any time, without being required to do so, pay to the Company the Amount less any amount or amounts it has previously paid under this undertaking and when it has done so the liability of the Bank under this undertaking will immediately cease and determine.

If two or more persons are named as the Company, this undertaking takes effect for the benefit of them jointly and a demand under this undertaking by any one or more of them is deemed to be a demand by both or all of them jointly.

The Company may assign this undertaking to any person and upon receipt of notification to the Bank in writing, the Bank undertakes to make payment claimed under this undertaking to the person specified in the notice which will constitute a full and valid discharge to the Bank in relation to the payment.

5 Governing law

This unconditional undertaking is governed by and is to be construed in accordance with the laws of Western Australia.

Executed as a deed.

Schedule 5

Nominated Subcontractors

(clause 10(c))

Component of Services	Subcontractor	Address of subcontractor
[To be completed]	[To be completed]	[To be completed]

Schedule 6

Native Title Key Obligations

(clause 18(k))

The Contractor must comply with the following obligations in respect of the Native Title Agreement in performing this Contract:

Item	Detail
Recognition of the Native Title Party	The Contractor must conduct themselves in a way that avoids or minimises disturbance or damage to Aboriginal Sites, complies with the Law and respects the heritage and culture of the Native Title Party.
Contracting and Employment	<p>The Njamal Contractors are to be recognised as an Approved Subcontractor.</p> <p>The Contractor must demonstrate that it has contacted the Native Title Party (through its authorised agent who at the date of the native title agreement is Indigenous Services Pty Ltd (ACN 610 924 840)) and give the Njamal Contractors who meet the relevant requirements of any tender for the works the opportunity to participate in the tender process for the works.</p> <p>The Contractor shall deliver to the Principal an indigenous employment and business opportunities plan to the reasonable satisfaction of the Principal which identifies opportunities for indigenous people including primarily the Native Title Party. If the Contractor is a permanent on-Site contractor, it shall adopt and implement policies and strategies which endeavour to maximise direct contracting opportunities for the Njamal Contractors.</p> <p>The Contractor acknowledges the following obligations of the Principal in respect of the Native Title Agreement:</p> <ul style="list-style-type: none"> (a) The Principal must give the Native Title Party preliminary written notice of any upcoming tenders for contracts or work packages relating to the construction and operation of the Project. (b) If requested by a Njamal Contractor, the Principal will introduce that Njamal Contractor to the Principal's existing contractors and tenderers. (c) The Principal must give preference to Native Title Party endorsed tenderers if they can demonstrate they meet the requirements of the tender and contract at least as well as any other tenderer and are priced competitively. (d) The Principal shall view favourably and where possible actively encourage commercially competitive and genuine joint ventures or partnering charters with Native Title Party contractors.
Cultural Heritage	<p>If the Contractor finds an Aboriginal Object it shall:</p> <ul style="list-style-type: none"> (a) stop work; (b) immediately report to the Principal the location of the Aboriginal Object; and (c) comply with the requirements of any applicable Law or direction by the Principal.
Cross Cultural Awareness	The Contractor must comply with the obligations set out in " Annexure 1: Cross Cultural Awareness Protocol " to the extent they relate to the Contract.

<p>Environmental Protection</p>	<p>Where applicable, the Contractor shall provide the Principal with a copy of:</p> <ul style="list-style-type: none"> (a) every application for an Environmental Approval; (b) all Environmental Approvals it obtains; and (c) any document the Contractor is required to prepare pursuant to an Environmental Approval.
<p>Direction by the Principal</p>	<p>The Contractor must comply with any reasonable direction made by the Principal which is expressly issued with respect to compliance with the Native Title Agreement.</p>
<p>Relevant defined terms</p>	<p>Aboriginal Object means:</p> <ul style="list-style-type: none"> (a) any natural or created object of spiritual, sacred, ritual or ceremonial importance to persons of Aboriginal descent, or which is or was used for, or made or adapted for use for, any purpose connected with the traditional cultural life of the Aboriginal people past or present; or (b) any natural or created object of ethnographical, archaeological or other special national or local interest, or of outstanding aesthetic value. <p>Aboriginal Site means land or waters which are of cultural, social, or spiritual significance to Aboriginal persons traditionally responsible for that land or those waters, and includes:</p> <ul style="list-style-type: none"> (a) any “Aboriginal Site” as defined in the Aboriginal Heritage Act; or (b) any “Significant Aboriginal Area” or “Significant Aboriginal Object” as defined in the Federal Heritage Act; <p>whether recorded or not.</p> <p>Claim means the Njamal claimant applications (Federal Court numbers WAD6028/1998 and WAD6003/2000), as amended from time to time and also includes the following if they cover any part of the Agreement area:</p> <ul style="list-style-type: none"> (a) any replacement claim, and (b) any combination of the Claim with any other native title claim. <p>Environmental Approval means any approval that relates to Mining Operations (as defined in the <i>Mining Act 1978</i>) in the Agreement area under the <i>Environmental Protection Act 1986</i> (WA), a permit or authority under the <i>Rights in Water and Irrigation Act 1914</i> (WA), approvals under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth), or other approval, licence, authority or permit under State or Commonwealth statutes which provide for the protection of the environment or regulation of pollution, waste, discharge or impact on the environment.</p> <p>Native Title Party means, from time to time:</p> <ul style="list-style-type: none"> (a) subject to paragraphs (b) and (c) below, all of the persons who it is claimed have Native Title in the Claim area, as identified in the Claim; (b) in the event a determination is made in respect of the Claim that Native Title exists in any part of the Claim area, the persons or group of persons holding that Native Title, as identified in the determination; or (c) in the event that the Claim no longer exists because it is withdrawn, dismissed, or a determination is made that that no Native Title exists in the Claim area, then the persons who it was claimed had Native Title in the Claim area, as identified in the Claim as it was immediately before the dismissal, withdrawal or determination.

ANNEXURE 1: CROSS-CULTURAL AWARENESS PROTOCOL

1 ACTIVITIES NOT TO AFFECT CULTURAL WELL-BEING

The Principal will use its best endeavours to ensure that the conduct of the Project by the Principal (including its employees and contractors) will not adversely affect the social and cultural well-being of the Native Title Party.

2 PURPOSE OF CROSS-CULTURAL AWARENESS PROGRAM

The purpose of the cross-cultural awareness program is to ensure that the Project is an inclusive and welcoming workplace for Indigenous people. The cross-cultural awareness program will include the presentation of cross-cultural workshops that provide information about the Native Title Party and their interests in the Agreement Area (Cross-Cultural Workshops).

3 WORKERS TO ATTEND A CROSS-CULTURAL WORKSHOP

All workers on site for longer than 1 week who are involved with the Project or the Principal's other activities in the Agreement area (regardless of their status as Principal employees or contractors, or workers for another party who is providing services to the Principal) must attend a Cross-Cultural Workshop.

Schedule 7

Key Obligations of the Company under Pastoral Access and Compensation Deed

(clause 18(k))

Item	Detail
Use of Affected Area	The Company will ensure that Shared Roads are appropriately sign posted with applicable UHF channels and instructions for their safe use.
Company's Covenants	<p>The Company covenants with the Pastoralist that it will:</p> <ul style="list-style-type: none"> (a) comply with the provisions of the Mining Act and any other legislation which may be applicable to its activities on the Tenements, or otherwise in respect of, the Affected Area; (b) ensure all of its activities on the Affected Area are undertaken with due care and diligence and in accordance with good industry practice; (c) ensure its employees, agents and contractors use and only undertake such activities on the Affected Area as are legally permissible for the Company pursuant to the Tenements; (d) ensure its employees, agents and contractors entering onto the Pastoral Lease are given an induction which includes notification of the obligations set out in the deed as well the general operations of the Pastoral Lease, any specific restrictions that might apply (for example, during mustering times), and any areas that are not to be accessed (being areas outside the Affected Area); (e) ensure all of its vehicles entering onto the Pastoral Lease are fitted with UHF radios; (f) inform, as soon as practicable, the Pastoralist of any incident of a vehicle striking any animal on the Pastoral Lease; (g) subject to compliance with the directions of the Mine Manager, allow the Pastoralist and its Permitted Persons to continue to enter and pass through or over the Affected Area at all reasonable times, together with any vehicles, machinery or equipment which are required by the Pastoralist; (h) conduct its activities so as not to unreasonably prevent, interfere or impede with any access or use of the Affected Area by the Pastoralist as is legally permissible for the Pastoralist to conduct pursuant to the provisions of the Pastoral Lease; (i) use all reasonable endeavours to minimise interference with the activities conducted or propose to be conducted by the Pastoralist and its Permitted Persons on or adjacent to the Affected Area; (j) use all reasonable endeavours to avoid doing anything which will or may cause the Pastoralist to suffer any loss, cost or expense in relation to any performance or security bonds lodged in respect of the Pastoral Lease from time to time; (k) consult with the Pastoralist with respect to the rehabilitation and revegetation of the Affected Area and, unless otherwise agreed by the Pastoralist, rehabilitate and revegetate such area to the reasonable satisfaction of the Department of Mines and Petroleum; (l) discuss with the Pastoralist the location of any proposed Infrastructure that will have the effect of depriving the Pastoralist of access to any area of the Pastoral Lease; (m) conduct its activities on the Pastoral Lease in accordance with the Code of Conduct for Mineral Exploration on Pastoral Leases published by the Pastoralists and Graziers' Association of WA and the Chamber of Minerals and Energy of Western Australia; (n) if requested by the Pastoralist, and subject to the operations of the Company and the Pastoralist complying with all directions issued by the Mine Manager, provide access to other tracks, created and/ or maintained by the Company pursuant to its granted tenements, as required from time to time on the same terms and conditions as the deed, including providing long-term access around the waste dump and tailings storage facility if these facilities block the current tracks being used by the Pastoralist and its Permitted Persons pursuant to the party's rights; (o) if requested by the Pastoralist, erect at the Company's cost, suitable stock-proof fencing around any dams constructed and used by the Company on the Affected Area to restrict access by cattle; (p) promptly, at the time of construction, erect suitable stock proof fencing and grids (where reasonably required) around the mine camp, airstrip and any water storage facility, spray field or areas where sprinklers are used so as to prevent access by cattle;

Item	Detail
	<p>(q) promptly erect suitable stock proof fencing around mine pits on the Pastoral Lease that are no longer in use to prevent access by cattle;</p> <p>(r) immediately notify the Pastoralist, in a manner to be determined by the Pastoralist, of every incident of a vehicle striking cattle and provide a quarterly report to the Pastoralist of all cattle strikes;</p> <p>(s) ensure all roads used by the Company or its Permitted Persons when entering onto the Pastoral Lease, whether from outside of the Pastoral Lease or when exiting the mining camp area, are signposted to notify users that they are entering onto the Pastoral Lease and including speed limits, road rules, call up points and any other relevant requirements from time to time;</p> <p>(t) ensure that all roads exiting the Affected Area onto the Pastoral Lease are signposted with a sign notifying the road user that they are not to proceed unless authorized to do so;</p> <p>(u) ensure all mine roads are signposted at all points of access to notify all Pastoralist Permitted Persons that they are entering onto a mine road;</p> <p>(v) ensure all inductions carried out by the Company for all Permitted Persons include instructions as to the general day to day running of the Pastoral Lease, mustering and any restrictions that apply to activities on the Pastoral Lease;</p> <p>(w) permit the Pastoralist to access and take water from the Company's water points, for its own pastoral purposes only;</p> <p>(x) permit the Pastoralist to access and take water from the Company's water points for the purpose of repairing any road on the Pastoral Lease; and</p> <p>(y) provide access to its camp and services, as required, to assist with any emergency situation that arises on the Pastoral Lease.</p>
<p>Relevant Defined Terms</p>	<p>Affected Area means the area of the Tenements which encroaches or will, when the Tenements are granted, encroach on the Pastoral Lease.</p> <p>Infrastructure means any excavation or construction including construction of roads and all or any other facilities lawfully constructed on the Affected Area consistent with the purposes applied for.</p> <p>Mine Manager means any person from time to time appointed by the Company as a registered manager in accordance with the <i>Mines Safety and Inspection Act 1994</i> (WA).</p> <p>Mining Act means the <i>Mining Act 1978</i> (WA).</p> <p>Mining Activities means Mining Operations (as defined under the Mining Act) to build and operate a mine on the Affected Area of a size and nature disclosed in the Feasibility Studies released by Pilbara Minerals to the Australian Securities Exchange on 20 September 2016, which includes operations associated with the exploration for and extraction of minerals including construction, development and operations of a mine and all acts incident or conducive to any such operations and purposes including, for the avoidance of doubt, all mine closure and rehabilitation activities</p> <p>Pastoral Lease means Pastoral Lease N50365 Wallareenya and, as applicable, includes the land the subject of this lease.</p> <p>Permitted Persons means a party's representatives, employees, lessees, sublessees, licensees, agents, workmen, contractors and invitees.</p> <p>Shared Roads means any shared road used by both parties, in accordance with the parties rights, on the Affected Area.</p> <p>Tenements means Miscellaneous Licences 45/388 and 45/396 45/402, 45/403, 45/411, 45/413, 45/414, and 45/417 and Mining Lease 45/1256.</p>

Schedule 8

Policies

(clause 0)

At the date of this Contract, the Company's Policies are as follows:

[Insert details of all relevant policies and procedures]

[Insert description of how the Contractor will receive copies of the Company's policies and procedures – the Contractor **MUST** be provided copies of all relevant policies and procedures (i.e. PLS may provide copies as further Annexures to this contract or via email sent to Contractor's Representative or any other applicable method)]

The Company may amend or replace the policies above or introduce new policies from time to time, and those amended, replacement or new policies will be treated as part of the Company's Policies for the purposes of this Contract.

The Contractor hereby acknowledges that it has received, read and understood and agrees to comply with the Company's Policies

Executed as an agreement

Executed by Pilgangoora Operations Pty Ltd ACN)
616 560 395 in accordance with section 127 of)
the *Corporations Act 2001* (Cth):

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director (print)

.....
Name of Director (print)

Executed by [Contractor] ACN [insert] in)
accordance with section 127 of the *Corporations*)
Act 2001 (Cth):

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director (print)

.....
Name of Director (print)