



Company: Pilgangoora Operations Pty Ltd

Contractor: [Insert Contractor name]

General Services Contract (Call-Off)

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 Master Contract and Term

- (a) The Contractor, by entering into this Contract, makes a standing offer to supply the Services during the Term, on and subject to the terms of this Contract.
- (b) The Company may accept this standing offer as and when it requires by issuing a Purchase Order in accordance with clause 2.
- (c) The Company is not obliged to issue any Purchase Orders during the Term. This Contract does not constitute any commitment by the Company to procure any services from the Contractor and nothing in this Contract is to be taken as imposing a minimum quantity or value of Services which must be purchased or ordered from the Contractor by the Company.
- (d) The Contractor acknowledges that this Contract does not restrict the Company from obtaining similar or identical services to the Services from contractors other than the Contractor.
- (e) The Company may, at its option, extend the Term for a period no greater than the period specified in Item 6 of 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.

2 Purchase Orders

- (a) During the Term, the Company may issue Purchase Order(s) to the Contractor. Upon receipt of a Purchase Order by the Contractor, the Purchase Order will form part of this Contract and the Contractor must supply the Services under the Purchase Order, in accordance with this Contract.
- (b) Prior to issuing a Purchase Order, the Company may make a request to the Contractor to perform Services (**Request**). If the Company makes a Request, the Contractor must, within 3 Business Days of receipt of the Request (or such other time specified in the Request or agreed between the parties), confirm its availability to complete the Services in accordance with the Request and, if required, provide the Company with a firm price to perform the Services requested (calculated in accordance with Schedule 3) and provide any other information the Company has requested. If the information provided to the Company by the Contractor under this clause 2(b) is acceptable to the Company, the Company may then issue a Purchase Order with respect to the Request.
- (c) By commencing performance of the Services under a Purchase Order, the Contractor agrees to be bound by the terms of the Purchase Order and this Contract, whether the Services under the Purchase Order commenced before, on or after the date of this Contract.
- (d) Any attempt by the Company to obtain the Services from the Contractor other than by issuing a Purchase Order does not constitute an order for those Services, and the Company is not liable to pay the Contractor for any such Services unless and until a Purchase Order is issued in accordance with this Contract.

- (e) The Company must not issue, and the Contractor must not accept, any new Purchase Order after the end of the Term.
- (f) If the Company has issued a Purchase Order prior to the end of the Term, but the Contractor has not fulfilled its obligations in respect of that Purchase Order, then:
 - (i) the Purchase Order will continue in accordance with its terms and the terms of this Contract, until each party has fulfilled its obligations in respect of the Purchase Order; and
 - (ii) the Term is extended solely for the purpose of allowing completion of the Purchase Order, but the Company must not issue, and the Contractor must not accept, any new Purchase Order under this Contract after the expiry of the unextended Term.

3 Provision of Services

- (a) The Contractor and its Personnel must obtain and maintain (at their own expense) any authorisations, licences, permits or consents necessary for providing the Services under the Contract and to fulfil its obligations under the Contract.
 - (b) The Contractor represents and warrants on a continuing basis that:
 - (i) the Services under the Contract will:
 - (A) be performed in compliance with any relevant legislation, standards and industry best practices, including the Safety Legislation;
 - (B) be completed free of any defect or error;
 - (C) be performed with due care and skill and be of high quality and workmanship;
 - (D) be performed by appropriately qualified, competent, skilled, experienced and professional personnel;
 - (E) be performed in accordance the requirements of the Contract (including the requirements of specified in a Purchase Order);
 - (F) be performed so as not to infringe or contribute to the infringement of any intellectual property rights; and
 - (G) 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 under the Contract is true and correct.
 - (c) 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 under the Contract and to fulfil its obligations under the Contract.
 - (d) 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 under the Contract.
- ### 4 Inspection
- (a) The Company may enter the premises where the Services under a Purchase Order are being performed to inspect the services at any time. No inspection of the Services under a Purchase Order relieves the Contractor of its obligations under this Contract.
 - (b) If on inspection the Company reasonably believes any Services under a Purchase Order 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 under a Purchase Order which the Company rejects in accordance with this clause 4.
 - (d) If the Contractor fails to comply with a direction by the Company under clause 4(b)(ii), the Company may repair, rectify or replace any Services under the Purchase Order that are defective or do not comply with the Contract (or have such work performed by others) and recover all costs and expenses incurred as a debt from 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.

5 Security

(a) As security for the due and proper performance of this Contract by the Contractor:

(i) within 10 Business Days of the earlier of commencement of the Services under a Purchase Order or the issuing of the relevant Purchase Order under clause 2(b), the Contractor must (if required by the relevant Purchase Order) provide the Company with an unconditional and irrevocable undertaking:

(A) for the amount specified in the Purchase Order;

(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 5); and

(ii) if specified in Item 7 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 (in a form approved by the Company in its absolute discretion) duly executed and enforceable against the person named in item 7 in schedule 1; and

(B) if the entity named in item 7 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 5(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 5) and otherwise in accordance with clause 5(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 5(d), within 20 Business Days after the completion of the Services under the Purchase Order to which the security relates, the security provided in accordance with clause 5(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 5 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.

6 Price, invoicing and payment

(a) In this clause 6, 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 a Purchase Order 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 under a Purchase Order including the cost of any items used or supplied in conjunction with the Services under the Purchase Order. 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 prior to the last Business Day of the month for Services under a Purchase Order performed during that month.

(e) The tax invoice must be in a form acceptable to the Company and must contain the following information:

(i) the Contract number and Purchase Order number;

(ii) a brief description of the Services supplied under the Purchase Order;

(iii) the Price relating to the Services under the Purchase Order, broken down to reflect the Price components in the Purchase Order;

(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 under the Purchase Order; and

(v) such other information as may be requested by the Company.

(f) Subject to the Contractor complying with this clause 6, the Company will pay all invoices rendered to the Company by the Contractor under this clause 6 within 45 days from the end of the month of receipt of that invoice, except where the Company disputes the invoice.

(g) 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.

(h) 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.

(i) 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.

- (j) If the Company is entitled to an exemption or concession concerning any tax or import duty or import tariff in connection with the Services under a Purchase Order or any good, material, item or thing supplied as part of the performance of the Services under a Purchase Order, 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.
- (k) No interest will be payable by the Company in respect of any invoice rendered to the Company by the Contractor under this clause 6 which remains due and payable and unpaid.
- (l) 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.
- (m) All payments by the Company with respect to a Purchase Order will be on account only and will not be an admission that the Services under the Purchase Order comply with this Contract.
- (n) Unless otherwise agreed, any money payable to the Contractor is to be paid in Australian Dollars.

7 Time

- (a) The Contractor must:
 - (i) proceed with all Services under a Purchase Order with due expedition and without delay and in accordance with the requirements stated in the Purchase Order; and
 - (ii) complete the Services under a Purchase Order by the Delivery Date.
- (b) The Contractor must notify the Company immediately upon the Contractor becoming aware or having reasonable grounds to believe that it will not be able to complete the Services under a Purchase Order by the Delivery Date.
- (c) The Delivery Date may be extended where the Contractor is delayed in the performance of the Services under a Purchase Order by an act, omission or default of the Company (or its agents or employees), or for the Company's sole convenience. The period of an extension to the Delivery Date will be determined by the Company in its sole discretion.

8 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 8(a) will vitiate this Contract and the Contractor must not vary the Services under a Purchase Order except in accordance with this clause 8.
- (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 of any services, the subject of the direction and in any event within three 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 seven 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 8(f), if a direction is given by the Company's Representative under clause 8(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 under a Purchase Order, 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 8(a) or has delivered all notices in accordance with and within the time required by clause 8(c); 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 8(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 8(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 8(d).

9 Site services

- (a) To the extent the Services under a Purchase Order require the Contractor to attend the Company's Site, the Contractor and its Personnel must comply with this clause 9.
- (b) The Contractor and its Personnel must, in providing the Services under a Purchase Order, 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.
- (c) Subject to the compliance by the Contractor with the terms of a Purchase Order and this 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 under the Purchase Order. 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 Company's Site and may be required to share the Company's Site with others.
- (d) The Contractor acknowledges and agrees that:
 - (i) the Company remains in possession of the Company's Site at all times; and
 - (ii) the Company retains overriding control of the Company's Site.
- (e) Where the supply of Services under a Purchase Order 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.
- (f) 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.
- (g) The Contractor must:
 - (i) work co-operatively with other contractors at the Company's 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.
- (h) 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 Company's Site and its near surrounds.
- (i) The Contractor is responsible for, and must make good, any damage to the Environment or the Company's Site caused by the performance of the Services under a Purchase Order, including any unlawful pollution of the Company's Site or its surroundings.

10 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 (including the employees and other personnel of any subcontractors engaged by the Contractor).
- (b) The Contractor is responsible for the occupational health and safety at all times of the Company's Personnel (including the employees and other personnel of any subcontractors engaged by the Company), who are working or attending at any working environment or premises under the Contractor's control in connection with the Contract or any part of the Services under the Contract.
- (c) 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.
- (d) The Contractor must:
- (i) ensure that in carrying out its obligations under the Contract it complies with all Safety Legislation and Environmental Legislation;
 - (ii) ensure that all of the Contractor's Personnel, and all agents, employees or contractors of any subcontractor, comply with all Safety Legislation and Environmental Legislation;
 - (iii) keep the Company fully and regularly informed of all safety and environment 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 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 safety of persons or property, or to the proper compliance with the Safety Legislation and Environmental Legislation; and
 - (vi) ensure that all Services under the Contract are executed in a safe manner.
- (e) If the Contractor fails to comply with an obligation under the Safety Legislation or Environmental Legislation or this clause 10, 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.
- (f) To the maximum extent permitted by law, and without limiting any other indemnity by the Contractor, the Contractor indemnifies the Company against any and all suits, actions, proceedings, claims,

demands, losses, damages, liabilities, costs and expenses of whatsoever nature (including legal costs on a full indemnity basis) which the Company may suffer or incur or have brought against it, or which may be imposed under or may arise out of enforcement of any section of any Safety Legislation or Environmental Legislation, arising out of or in any way in connection with any failure by the Contractor to comply with any Safety Legislation or Environmental Legislation or any breach by the Contractor of its obligations under this clause 10.

11 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 8 of schedule 1 of the Contract;
 - (ii) workers compensation insurance with a limit of liability not less than the amount set out at item 9 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 under a Purchase Order 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 10 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 11 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 under the Contract (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.

12 Liability and indemnities

- (a) Subject to clause 12(b) and clause 12(d), 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 failure by the Contractor to complete the Services under a Purchase Order by the Delivery Date;
 - (ii) any liability in respect of death or injury to persons or damage to property;
 - (iii) 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;
 - (iv) breach of clause 16;
 - (v) breach of any applicable laws by the Contractor related to performance of the Services under a Purchase Order;
 - (vi) liability for any fine, penalty, sanction or compensation imposed by any law;
 - (vii) 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
 - (viii) 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) 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.
- (d) 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.

13 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 6 to complete the specific components of the Services under the Contract identified in Schedule 6.
- (d) Except for the specific components of the Services under the Contract proposed to be completed by the subcontractors identified in Schedule 6, 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.

14 Suspension or cancellation of a Purchase Order

- (a) To the extent permitted by law, the Company may at any time and for any reason, suspend performance of a Purchase Order 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.
- (b) The Company may cancel any Purchase Order for any reason by providing written notice to the Contractor. If the Company cancels a Purchase Order, 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 and liabilities which have been unavoidably incurred by the Contractor as a result of compliance with the Purchase Order prior to the date of cancellation (as evidenced by supporting documentation) (less any amounts that have been previously paid in accordance with clause 6) and all claims by the Contractor for loss of profit, loss of revenue or loss of opportunity or contract in relation to such cancellation are hereby excluded however so arising. The Contractor is not entitled to any unpaid portion of the Price for Services under a Purchase Order which are the subject of the cancelled Purchase Order or to any other compensation for the cancelled Purchase Order other than under this clause 14(b). This is the Contractor's sole and exclusive remedy for cancellation of a Purchase Order.

15 Intellectual property

- (a) The Contractor hereby grants to the Company a non-exclusive, irrevocable, perpetual, royalty free licence to use, modify, adapt or sublicense any intellectual property in the Services under the Contract 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 15.
- (c) The Contractor warrants that provision of the Services under the Contract 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.

16 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 or the Services under the Contract, or the Company's business without the prior written approval of the Company.
- (c) The obligations in this clause 16 survive termination of this Contract.

17 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 17(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 17(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 under the Contract;
 - (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 under the Contract; and
 - (iii) demobilise any of the Contractor's Personnel and remove any of its equipment and materials, from the Company's Site.
- (f) The parties acknowledge that:
 - (i) the sums payable under clause 17 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 under the Contract by the Contractor; and
 - (ii) all rights vested in the Company by clause 17(d) are without prejudice to any other rights and remedies of the Company.
- (g) All Purchase Orders will automatically terminate if this Contract is terminated unless the notice of termination specifies otherwise.

18 Dispute resolution

- (a) Subject to clause 18(b), any dispute arising in relation to this Contract (**Dispute**) must be determined in accordance with this clause 18.
- (b) Clause 18(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 18; 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 18, have applied to any Dispute referred to arbitration.

19 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 item 11 of 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 item 11 of 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 19(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.

20 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 20 is true and accurate and may be relied upon by the Company for the purposes of the *Modern Slavery Act 2018* (Cth).

21 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 Services under the Contract and constitutes the entire agreement between the Contractor and the Company in respect of those Services and Services under the Contract.
- (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 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.
- (l) 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 22(a), and any documents listed in the schedules and attachments shall take precedence in the order they are listed.
- (m) This Contract may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

22 Interpretation

- (a) In this Contract:

Business Day means a day which is not a Saturday, Sunday or bank holiday in Perth, Western Australia.

Commencement Date means the date set out at item 3 of schedule 1.

Communication: has the meaning given to that term in clause 19(a).

Company's Representative means the person identified in item 1 of 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) any Purchase Order issued by the Company pursuant to this document;
- (d) the schedules; and
- (e) any attachments.

Contractor's Representative means the person identified in Item 2 of schedule 1 or a replacement approved by the Company.

Delivery Date means the date referenced as 'Required by' or as referenced in the Delivery Date column (as the case may be) in a Purchase Order or if no date is specified, the date communicated by the Company to the Contractor as the date that the Services under a Purchase Order are to be completed by, as extended by the Company under clause 7(c).

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.

Environmental Legislation: means any law regulating or otherwise relating to the Environment including any law relating to land use, planning, pollution of air, water, soil or groundwater, chemicals, waste, the use of transport, storage and handling of dangerous goods, the health or safety of any person or any other matters relating to, but not limited to, the protection of the environment, health or property, including, without limitation: the *Environmental Protection and Biodiversity Conservation Act 1999* (Cth), *Environmental Protection Act 1986* (WA), *Environmental Protection (Clearing of Native Vegetation) Regulations 2004* (WA) and all associated guidelines, regulations and codes of practice.

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 7; and
- (c) as notified by the Company to the Contractor from time to time, as updated from time to time.

Price means the price for the Services under a Purchase Order set out in the relevant Purchase Order, as calculated by using the rates in schedule 3.

Purchase Order means a purchase order issued by the Company to the Contractor for the supply of Services substantially in the form set out in Schedule 4, or in such other form as notified by the Company to the Contractor from time to time.

Required Rating has the meaning given to that term in clause 5(a)(i)(B)(2).

Safety Legislation: means:

- (a) the *Work Health and Safety Act 2020 (WA)* and regulations made thereunder such as the *Work Health and Safety (Mines) Regulations 2022 (WA)* (collectively "mine safety legislation");
- (b) to the extent the mine safety legislation does not apply to the Site or the Services 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.

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 the services to be performed and the supply of any goods, materials or other thing, by the Contractor under the Contract (including the services described in schedule 2) as ordered by the Company by issuing a Purchase Order under clause 2.

Services under the Contract means all of the Services to be performed by the Contractor under each and every Purchase Order issued by the Company under the Contract.

Services under a Purchase Order means all of the Services to be performed by the Contractor under a Purchase Order, including any Variations and remedial work.

Site means the place set out in Item 4 of 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 Company's Site and its surroundings, including water, atmospheric and sub-surface conditions and characteristics.

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

Term the period set out at item 5 of schedule 1 as extended under clause 1(e).

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

(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 22)	[Insert details]
4.	Site: (clause 22)	[Insert details i.e. The Company's Pilgangoora mine site]
5.	Term: (clause 1.1(a))	[Insert period of time] from the Commencement Date
6.	Further term: (clause 1(e))	[Insert period of time Company may extend Contract for]
7.	Deed of guarantee and indemnity (clause 5)	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]
8.	Amount of public and products liability insurance: (clause 11)	\$50,000,000 for any one occurrence and unlimited as to the number of claims (in the aggregate with respect to products liability)
9.	Amount of workers compensation insurance (clause 11)	\$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
10.	Professional indemnity insurance required Amount (clause 11)	[#ten million dollars (\$10,000,000)#] for any one claim and in the aggregate [If required, insert amount - \$5 million per claim and in the aggregate for all claims arising from the same event]
11.	Must Notices be sent by an electronic management system (clause 19)	[Yes/No*] [If Yes, insert name of relevant electronic management system] *Delete whichever is not applicable

Schedule 2

Scope of Services (clause 22)

[Insert details of Services to be performed]

Schedule 3

Rates for Calculation of Price and/or valuation of Variations

[Set out rates]

Schedule 4

Purchase Order Form for Services



Pilgangoora Operations Pty Ltd
 ABN 75 616 560 395

Level 2, 88 Colin Street
 West Perth WA 6005
 Phone: +61 8 6266 6266 Fax: +61 8 6266 6288

PURCHASE ORDER

INVOICE TO
 Accounts Payable
 Pilgangoora Operations Pty Ltd
 PO Box 884
 West Perth WA 6872
 Email: plsaccounts@pilbaraminerals.com.au

**Payment will only be made on
 invoices quoting purchase order number**

Supplier:

Phone:
 Fax: 08

Deliver To:
 Pilgangoora Operations Pty Ltd
 Wodgina Road East
 (off Great Northern Highway)
 Port Hedland
 WA 6721

PO Number	Order Date	Currency
Raised By:	Authorised By:	Required By

Line No.	Item Code	Supplier Item Code	Item Description	Quantity	UOM	Unit Price Excl. GST	Total Excl. GST
1.00							

Total	00.00
GST	00.00
Total Inc.	00.00

Schedule 5

Approved Form of Unconditional Undertaking

(clause 5 - 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 6

Nominated Subcontractors

(clause 13(c))

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

Schedule 7

Policies

(clause 22)

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)