

RFP No. TASI – 1345 International Freight Consolidation and Forwarding Services

Schedule A – Scope of Work

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SCHEDULE A

SCOPE OF WORK / DESCRIPTION OF THE SERVICES

1. Scope Outline

Tasiast Mauritanie Ltd S.A. (Company) controls an open pit gold mining operation (the Project or Site) located in north-western Mauritania approximately 300 kilometers north of the capital Nouakchott.

Contractor shall provide international freight consolidation and forwarding services on a door to air/road/port terminal basis to support Company's Tasiast Operations, and specifically to provide properly equipped, trained, qualified and experienced freight forwarding personnel, carriers, management, and administration as well as systems, equipment, materials and consumables to the complete satisfaction of Company for a period of two years + one year option. Contractor shall provide these resources at the levels to support the requirements and estimated freight volumes represented in Schedule B Pricing Table however recognizes that these volumes are not guaranteed and will vary and Contractor may need to adjust resources as needed to ensure Services performance expectations are being met.

This Request For Proposal (RFP) is divided in two parts:

- Air Freight (Part 1).
- Sea Freight, Ground Transportation and Control Tower/ Management (Part 2).

Proponent can submit to the entire RFP or select one of the parts (Part 1 or Part 2).

Submission of a quotation does not obligate the Company to accept any submission or to proceed further with the Agreement. Consideration of any submissions shall be in Company's sole discretion.

Services provided by Contractor under this Agreement includes the following:

- Performance of international freight consolidation and forwarding services.
- Provide a standardized, consistent freight management strategy with centralized management and freight coordination, and a single point of contact for seamless international transport and logistics management.
- Manage offshore services for Site inbound and outbound cargo movements to/from international origins and destinations.
- Regular, urgent, and special freight requirements.
- Export documentation and clearance except in Mauritania. Offshore services to support Mauritanian import and export.
- Freight consolidation
- Coordinate with carriers Company, Company suppliers providing cargo, or Company contracted third parties providing onshore import/export formalities services, and onshore logistics and freight related services within Mauritania to ensure the efficient and timely transition of cargo to/from Site including:
 - Accurate and timely compilation and transfer of all cargo and freight documents and information in hard copy and electronic format to facilitate:
 - receipt, handling and transition of cargo through Mauritanian terminals, and,
 - Mauritanian import and export formalities, clearance and release of cargo including finalization and closure of processes and documentation (by Company).
 - Timely completion of processes and payment of charges for services performed by port and terminal authorities, Contractor carriers, and agents.

Services provided by Contractor under this Agreement do not include the following:

- Transport of gold, regular mail, personnel effects, explosives, bulk ammonium nitrate, bulk diesel fuel, or bulk cyanide.
- Completion of Mauritanian import and export customs clearance formalities
- Transport of containers and cargo in Mauritania beyond CFR Mauritania air, road, and sea ports and

terminals following customs clearance of imported cargo or prior to customs clearance and terminal acceptance of export cargo. Exceptions apply to road freight booked by Contractor from international origins to Site or NKC.

1.1. Abbreviations

Legend for Abbreviations used in the Agreement	
AWB	Airway Bill
BAF	Bunker Adjustment Factor
BoL	Bill of Lading
CMR	United Nations Convention on the Contract for the International Carriage of Goods
CN	Consignment Note
COC	Carrier's Own Container
CSR	Corporate Social Responsibility
DG	Dangerous Goods
eAWB	electronic Air Waybill (electronic contract of carriage between shipper and airline)
eCMR	electronic Road Freight Consignment Note (electronic contract of carriage between shipper and road freight carrier)
EDI	Electronic Data Interchange
E/O	Extra Over
EHC	Equipment Handling Charge
ER	Emergency Response
EXW	Ex Works Incoterms 2010
FIATA	International Federation of Freight Forwarders Associations
FCA	Free Carrier Incoterms 2010
FCL	Full Container Load
FEU	Forty Foot Equivalent Unit
FR	Flat Rack Container
FTL	Full Truck Load
GP	General Purpose Container
HSE	Health, Safety & Environment
IBC	Intermediate Bulk Container
IM	Import Declaration (Mauritanian Customs Documents)
IMDG	International Maritime Dangerous Goods (Code from the IMO)
IMO	International Maritime Organization
ISPS	International Security Port Surcharge
JDE	JD Edwards EnterpriseOne (Kinross ERP system)

LCL	Less Than Full Container Load
LTL	Less Than Full Truck Load
MRU	Mauritanian Ouguiya (currency of Mauritania)
MRT	Mauritania
NKC	Nouakchott, Mauritania
OOG	Out of Gauge (Cargo)
OT	Open Top (Container)
PAS	Port Additional Surcharge
PO	Kinross Purchase Order
PMS	Instructions; refer to the standard TMLSA Purchase Order Shipping, Packing, and Marking Instructions for suppliers
PSC	Port Surcharge
RFT	Revenue Freight Tonne (greater of 1000 Kgs or one m3 cargo volume including packaging)
SCM	Supply Chain Management
SOC	Shipper's Own Container
SOLAS	IMO Safety of Life at Sea Convention
STL	Security Levy
TACT	IATA Air Cargo Tariff and Rules
TEU	Twenty Foot Equivalent Unit
THC	Terminal Handling Charge
TIR	Transport International Routier; Carnet (permitting road transport shipments to traverse member countries without undergoing customs inspection until reaching the destination country)
TML	Tasiast Mauritanie Limited S.A.
US\$	United States Dollars
USD	United States Dollars
VCC	Vendor Compliance Check (To Company Shipping, Packing & Marking Instructions)
VGM	Verified Gross Mass (of a sea container and its cargo)

2. Nature of the Agreement

Cargo volumes and origins are described in the Schedule B Pricing Tables and are not guaranteed and will fluctuate as Company continues to consolidate and evolve procurement strategies and delivery terms. Company goal is to maximize freight volumes managed under Contractor responsibility wherever efficient and practical to do so.

Under his responsibility, Contractor chooses carriers and other players on behalf of Company. The Contractor is in charge of choosing: the shipping company that will be used, the road carriers transit companies handling companies etc.... This should be done at the best cost compliant with Company requirements.

The Contractor informs the Company of its choices and will justify them if necessary.

The Contractor plans, organizes, manages, supervises transport and takes charge of all port, road and customs formalities. The Contractor shall inform the Company, on a regular basis, of the progress of operations.

2.1. Contractor Capability

Contractor represents itself as an established, experienced, recognized and licensed Contractor capable of providing international freight consolidation and forwarding services. Deliverable 1 - Contractor Information; includes the following details of Contractor company to support this capability:

- Ownership structure and identity, parent entities and subsidiaries
- International network affiliates and agencies,
- Network subsidiaries, affiliates and agencies in Mauritania
- Key policies (health, safety, environment, corporate and social responsibility, anti-bribery and corruption, business conduct and ethics, human resources, human rights, management system standards.
- Licenses and certifications pertaining to the Services
- Experience and technical capability enabling Contractor to perform the Services

2.2. Services Coordination

Contractor shall provide offshore freight consolidation and forwarding services outside Mauritania including centralized management, coordination, and administration, international consolidation yard operations, freight tracking, origin export formalities, and international third-party transport.

Contractor shall ensure that proper communication, cooperation, coordination, document and information transfer is established and maintained with Company, Company contracted third parties, and Company suppliers such that services interruption or misunderstanding is minimized and timely door to door cargo delivery is achieved.

3. **Operation Description**

See on Web Site: <https://www.kinrosstasiast.mr/tasiast-mauritanie/presentation-de-tmlsa/default.aspx>
<https://www.kinross.com/operations/default.aspx#africa-tasiast>

The ongoing operations along with potential developing expansion efforts for the Site will require regular review between Contractor and Company and if applicable adjustments made to the Services provided by Contractor under this Agreement.

4. **General Requirements**

Except as otherwise provided in the Agreement, Contractor shall supply all; adequate and competent labor, including management, supervisory, technical, clerical, and craft labor; materials and consumables; tools, plant, and equipment; services and consultation (including third-party providers and carriers); and, each and every item of expense, necessary to fulfill Contractor obligations described in the Agreement even though such items may not explicitly be described in the Agreement but which are obviously necessary for the efficient functioning of the operations, completion of the Services or which are generally provided or performed in accordance with good professional and technical practice.

4.1. Standards and Codes

The following standards and codes apply to the performance of the Services:

- a) Anti-Bribery Management Systems ISO 37001
- b) United States Foreign Corrupt Practices Act (“FCPA”), Canadian Corruption of Foreign Public Officials Act or the Criminal Code of Canada (collectively, the “CFPOA”), OECD Convention on Combating Bribery of Foreign Government Officials in International Business Transactions (“OECD Convention”)
- c) Occupational Health and Safety Management - OHSAS 18001
- d) Environmental Quality Management – ISO 14001
- e) Quality Management – ISO 9001
- f) Transport Quality Management – Dangerous Goods - EN 12798

- g) Supply Chain Security Management – ISO 28000
- h) International Cyanide Management Institute (ICMI) Cyanide Management Code
- i) International Convention for the Safety of Life at Sea (SOLAS)
- j) International Ship and Port Facility Security (ISPS) Code
- k) International Maritime Dangerous Goods (IMDG) Code
- l) International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods By Air
- m) International Air Transport Association (IATA) Dangerous Goods Regulations
- n) United Nations Recommendations on the Transport of Dangerous Goods – Model Regulations
- o) Shipping Container Standards – ISO 1496, ISO 668, ISO 6346, and ISO 17712

Contractor shall also sign and ensure compliance with Company’s standards of conduct for contractors (refer Schedule C - Standards of Conduct).

5. Mobilization, Implementation and Demobilization

Contractor shall commence mobilization of personnel and equipment following execution of the Agreement and written approval from Company’s Representative and shall demobilize following written confirmation from Company’s Representative. Approval shall only be granted once Contractor and Company have reviewed and approved Contractor’s written mobilization and implementation or demobilization plans.

Contractor has prepared Deliverable 2 - Contractor Mobilization and Implementation Plan describing the steps required and milestones to be achieved for commencement and establishment of the Services. Prior to Services commencement the plan must be finalized in detail for Company review and approval. Prior to movement of cargo the implementation requirements described below must be complete to Company satisfaction.

Mobilization and implementation shall include:

- To obtain all permits, approvals, certifications.
- Personnel recruitment and training including at consolidation yard.
- Equipment and facilities mobilization and establishment.
- Develop, document and implement project specific processes, procedures and forms.
- Customize and implement Contractor’s automated freight management system to suit Company requirements.

Demobilization shall include to; decommission, transfer and dispose of facilities and equipment, re-deploy or terminate personnel, at Company request ensure smooth transfer of operations, Company data and documents to Company or an alternate provider. This includes an organized transfer of cargo and freight documents held in Contractor’s freight management system.

6. Contractor Responsibilities

Contractor’s responsibilities include, but are not limited to for Company:

- Checking the Goods,
- Operation of consolidation yards at designated export locations,
- Scheduling/coordinating the movement of materials delivered by suppliers to consolidation yards or export dockside,
- Unloading and loading materials from/to trucks delivered by suppliers to consolidation yards at export locations,
- Tacking custody of materials at designated export locations,
- Transportation from consolidation yards to export dockside,
- Scheduling of ocean, air and road shipments,

- Export customs clearance for all materials,
- Loading onto ships, aircraft and trucks,
- Ocean/Air/Road freight,
- Create and distribute all documentation.

7. Freight Management Strategy

Company’s goods sourcing strategy includes the purchase and consolidation of cargo at logical origin and transit destinations. Given Company’s planned supplier base, goods origins, and the most efficient transport modes, routes, and frequencies from origin to destination:

- a) Company will normally source and purchase goods export packed by the supplier with the following supplier delivery terms.

Goods Origin	Delivery Terms – Normal Freight
South Africa	FCA Durban Consolidation Yard
Other Africa	FCA location nominated by Contractor
Spain	FCA Las Palmas Consolidation Yard
UK and Europe	FCA Antwerp Consolidation Yard
France	FCA Paris CDG Consolidation Yard
USA	FCA Houston Consolidation Yard
Australia	FCA Fremantle Consolidation Yard
Asia	FOB location nominated by Contractor
FCL from suppliers	FOB Origin

- b) Contractor will establish the following facilities, resources, and arrangements to support the requirements noted in items a) and b) above:
- Receiving locations; internationally to receive, pick-up, handle, check, record, confirm bookings, complete export requirements, document and forward Company cargo to NKC.
 - Personnel, business processes and systems to support proper communication, cooperation, and coordination with Company or Company contracted third parties providing logistics and freight related services within Mauritania including for Mauritanian import export formalities, cargo handling and trucking, and return of empty carrier containers.
- c) Contractor shall have contingency plans to anticipate and mitigate potential disruptions to transport arrangements including options to use alternate carriers, routes, and transport modes including international trucking of cargo from Europe to Destination.
- d) Contractor shall complete export formalities and customs clearances from cargo origin points outside of Mauritania as well as provide documentation, freight information and coordination for Company contracted third parties to perform import and export formalities and customs clearances into and out from Mauritania.
- e) Contractor shall ensure its subcontractors and carriers are formally engaged, that subcontract agreement scope meets Company Services requirements, that freight terms are in accordance with international

transport conventions and that subcontract and carrier pricing arrangements are transparent and reflect the compensation structures included in the Schedule B pricing tables.

- f) Through its international network and resources Contractor will also support management and delivery of Company cargo which from time to time may differ from the above principle sourcing, delivery, consolidation, transport, and handling strategies.

8. Inbound Cargo - International

For inbound cargo being sent to Company by Company suppliers and contractors from international origins outside of Mauritania and which is usually (but not always) destined for Site the Contractor shall:

- a) Register record and track for delivery all purchase orders and purchase order lines placed by Company.
- b) Review purchase order details to determine and respond according to the nominated Incoterm, mode of transport, and priority. Clarify any requirements with Company.
- c) Review Company's purchase orders to ensure a Company Special Regime (concession granted to Company as a major investor in Mauritania to reduce duties and taxes payable on imported goods) item number and a harmonized tariff codes is recorded for each line item on the purchase order and if necessary on shipping and import documents. Liaise with Company as necessary to ensure numbers and codes are accurate and that Company concessions for reduced taxes and duties allowable under the Mauritanian Special Regime are being used wherever available.
- d) Receive supplier pre-alert notification, contact suppliers, obtain cargo information and documentation, verify against Company purchase order, coordinate delivery, pick up, and containers if applicable.
- e) For delivery terms that require supplier delivery to Contractor yard, receive and check the goods upon delivery.
- f) Make arrangements for non-urgent air cargo consignments to be consolidated and transported on an as requested by Company basis.
- g) Upon receipt of all goods perform the goods receipt, packaging, and documentation checking process described below.
- h) Providing timely advice to Company and to suppliers on any cargo or document discrepancies that do not meet Company PO Packing, Marking, Shipping (PMS) Instructions as well as provide photographs and reports on any damage discovered.
- i) Prepare and process all export, manifest, BoLs, AWBs, consignment notes, waybills and related shipping documents and formalities, coordinate with suppliers as required, clear cargo for export including paying any regulatory authority, carrier, port, or border documentation processing fees and charges. Export or sales taxes levied on the value of the cargo are not included and must be reviewed with Company should they be applicable. If requested by Company, Contractor or their agent at origin shall be the exporter named on clearance documentation. Arrange for pre-clearance of cargo wherever possible. Identify goods requiring special clearance and ensure all appropriate documentation is prepared in a timely manner to facilitate export of cargo.
- j) When required as part of the origin export process or the Mauritania import process coordinate with Company, suppliers, origin port and terminal authorities, and arrange for pre-shipment inspections and certifications.
- k) Unless otherwise described as provided by Company, supply all materials, tools, equipment, lashings, transport, fuels and maintenance necessary for the handling and transfer of cargo to Mauritania within the targeted transit times.
- l) Contractor must coordinate with Company import clearance contractor to ensure all shipping documents meet Mauritanian import formalities requirements and that applicable shipping documents and import declaration document data is initially loaded/transferred into the Mauritania EDI integrated customs information system (SYDONIA World) prior to cargo arrival.
- m) Customize, implement, operate, maintain, and provide Company access to a detailed, accurate, interactive, real-time, internet-based freight management, cargo tracking, and reporting system as further described below.
- n) Coordinate and report to Company on progress throughout all goods transport and transit activities.
- o) Ensure the security of cargo when it is under the control of Contractor's or Contractor arranged carriers.

- p) Arrange for security and storage of cargo required at trans-shipment points en route to the destination.
- q) Attend to timely payment of all third-party freight, storage, terminal and port handling and other miscellaneous charges described in Schedule B pricing tables.
- r) Transport Dangerous Goods, including attending to any required specialized packing, marking, handling, storage, permits, authorizations, notices and documentation.
- s) Obtain any applicable origin and destination port or terminal approvals for special cargo, including but not limited to over dimensional and heavy loads from supplier to the inbound port or terminal, within origin or destination ports or terminals, and along road freight routes including provision of necessary escorts, pilots and police service.
- t) Comply with Contractor and Company insurance requirements related to the cargo and the Services.

9. Outbound Cargo - International

Outbound cargo will usually comprise samples for testing, or goods returned for warranty or repair. For outbound cargo being sent by Company to Company suppliers and contractors at international origins outside of Mauritania Contractor shall:

- a) Register record and track for delivery all purchase orders and purchase order lines placed by Company.
- b) Expedite and update status on purchase orders and associated cargo from origin through until delivery to destination.
- c) Ensure a Special Regime item number and/or harmonized tariff codes is recorded for each line item on the purchase order and if necessary on shipping and import documents. Ensure that serial numbers of goods being exported for repair and future return to Site are recorded, and checked off upon return and are monitored and reported on separately.
- d) Arrange for the transport of cargo from origin point to destination based on Company purchase order Incoterm and priority. Clarify any requirements with Company
- e) Where directed by Company, arrange for the cargo to be collected, including arranging for applicable packing, marking, and loading of cargo onto suitable carriage for transport to destination.
- f) Ensure the security of cargo when it is under the control of Contractor or Contractor arranged carriers.
- g) Coordinate with Company and prepare packing list, commercial invoices, cargo manifests and waybills, and related shipping documents for outbound cargo. Documents will comply to the same standards as described for inbound cargo.
- h) Provide shipping documents and coordinate with Company who will arrange Mauritanian export clearances for outbound cargo.
- i) When requested prepare documentation and arrange import clearances on behalf of the Company or Company's supplier or contractor at destination.
- j) Obtain all necessary approvals and comply with all government requirements necessary to transport any special, over dimensional and heavy loads from origin to destination, including provision of necessary escorts, pilots and police service.
- k) Arrange for storage of cargo required at transshipment points en route to the destination. Containers used for transport shall be suitable for stacking in the open exposed weather conditions.
- l) Liaise with Company to ensure shipping space bookings and container requirements are satisfied and the most cost-effective/fit for purpose container allocation, method of packing, handling and transport are employed.
- m) Oversee container control and coordination to minimizing rental, detention and demurrage charges.
- n) Manage and report to Company as to logistics and forwarding activities. Ensure all shipping instructions issued by Contractor will include a shipping number/reference that will be used for tracking purposes in Contractor freight management system in the same manner as for inbound cargo.
- o) Transport outbound Dangerous Goods including empty containers which retain residue of previously delivered product and may still be classified as Dangerous Goods cargo, including attending to any required specialized packing, permits, authorizations, notices and documentation all in the same manner as for inbound Dangerous Goods cargo.
- p) Attend to timely payment of all third-party freight, storage, terminal and port handling and other miscellaneous charges.
- q) Ensure compliance with all Contractor and Company insurance requirements related to the cargo and the Services.

- r) Coordinate and report on progress throughout all supply and transit activities.

10. Mauritania Import and Export Formalities

Contractor shall provide documentation, pre-alerts, cargo and freight information and coordination for Company contracted third parties who shall perform import and export formalities and customs clearances into and out from Mauritania Specific requirements include:

- a) Compile all necessary information and supporting documentation required for import declaration preparation, including;
- completion of a pre-alert notice in format and content agreed with Company and Company clearance contractor and which will usually comprise the following.
 - export clearance documentation from point of origin,
 - Company purchase order,
 - supplier packing list and commercial invoice,
 - manifests, container, Contractor house waybill, and carrier BoL, AWB and CN information,
 - notifications and special instructions
 - freight costs
 - MSDS and relevant Dangerous Goods documentation (by Contractor),
 - import declaration document information in a format and process to ensure data is initially loaded/transferred into the Mauritania EDI integrated customs information system (SYDONIA World) prior to cargo arrival.
- b) To facilitate import clearance, ensure the above information and documents are provided to Company clearance contractor within 24 hours of transport departure for cargo with an expected transit time greater than 72 hours, and within 4 hours of transport departure for cargo with an expected transit time less than 72 hours.
- c) Ensure shipping documents include accurate and complete calculations for calculation of declared values including for goods, freight, and insurance values.
- d) Ensure the timely completion of processes and payment of charges for freight and services performed by port and terminal authorities, Contractor carriers, and agents at Mauritanian air, road, and sea ports and terminals who are responsible for unloading, handling, and readying cargo for release, and loading to Company transport.
- e) Coordinate with Company and Company clearance contractor to ensure correct assignment of tariff codes and Special Regime related categories on applicable shipping documentation and that documentation is prepared in the format and manner acceptable to Mauritanian customs authorities.
- f) Ensure an understanding of import concessions available to Company via trade agreements between Mauritania and agreement signatory countries including any specific shipping documentation requirements.
- g) Understand the various shipping document and related information requirements for the import declaration processes to be used by Company including IM4 (permanent import of spares, consumables and capital items) shall be the predominate process used. IM8 or IM9 processes should only be used for emergency requirements with the written approval of the Company Representative. On occasion IM5 process for temporary goods import will be required for certain goods also only with the written approval of the Company Representative
- h) Ensure all import and export documentation is maintained on Contractor's freight management system and is readily accessible to Company including for customs audit purposes. This will require coordination with Company clearance contractor who will provide the information for loading to the system by Contractor. No documentation shall be deleted from the system without copies (organized by Company purchase order) being provided to Company. At completion of the Agreement all documentation shall be provided to Company in electronic format for statutory record and audit purposes.

11. Consolidation Yards, Receiving Locations

11.1. General Requirements

- a) Ensure storage and handling practices comply with relevant regulations, standards, and MSDS.
- b) Ensure that the yard consolidation platforms are enclosed and adequately protects all goods.
- c) Conduct cargo and related cargo documentation compliance checking at all consolidation yards to ensure

that Company suppliers are providing shipment documentation, packaging, and marking in accordance with the Company's purchase order requirements, applicable laws, and international freight forwarding and shipping industry standards. Record all non-compliances and report to Company within 24 hours of cargo receipt.

- d) Upon pick up or receipt of cargo from Company suppliers ensure details are updated in Contractor's freight management system within 12 hours. The system shall record the progress and location of all cargo on a daily basis. Received cargo shall be recorded at a Company purchase order line item level and entered into the system upon arrival at the respective consolidation yards. This includes cargo that may have been supplied with discrepancies such as incorrect, short or damaged goods as well as incorrect documents, marking or packing.
- e) Provide adequate resources at nominated yards in order to manually input off-site receipt data (purchase order line item quantity and date received) for all Company goods received against Company purchase orders. This shall be done directly into Company's system via VPN access for Company approved Contractor personnel or other via other means approved by Company.
- f) Ensure that all goods are correctly manifested and under no circumstances are goods to be exported without being properly manifested and declared.
- g) Ensure consolidation yards receive, pack and document cargo in accordance with Company, country of export and Mauritanian regulations. This includes matters such as DG documentation and pre-shipment inspections and certifications.

11.2. Receiving Process

- a) Upon cargo arrival at the consolidation yards or receiving locations the goods and associated documentation shall undergo a Vendor Compliance Check (VCC) against Company Packing, Marking and Shipping (PMS) instructions (refer Attachment 2 – Packing, Marking, Shipping Instructions) including an item and quantity check against the Company purchase order, supplier provided packing list and commercial invoice. Wherever possible a physical check of approximate cargo volumes and weights against the supplier packing list should also be performed however Contractor is not normally required to open properly packaged cargo. Contractor checks shall include the following;
 - Check that supplier documentation is complete and accurate against the purchase order, Company packing, marking and shipping instructions and includes any DG declaration documents.
 - Check that packing and marking is in accordance with the purchase order and Company packing, marking and shipping instructions
 - Check purchase order number, line item number, description of the goods including part number/stock code and line item quantity against supplier packing list and commercial invoice.
 - Conduct a physical check of approximate cargo volumes and weights against the supplier packing list.
 - For FCL cargo packed and stuffed directly by the supplier and transported directly to the nominated port physical checking of cargo or packaging is not required unless specifically requested by Company and in which case any additional costs for performing these checks shall be pre-agreed between Company and Contractor.
- b) Record the findings of all checks in a format acceptable to Company in Contractor's freight management system.
- c) All discrepancies noted during checking shall be reported in Contractor's freight management system on a daily basis to Company including photographs of the applicable issue.
- d) It is acknowledged that Contractor is not an expert in assessing the nature and condition of Company cargo and that Contractor will be relying on supplier documentation, packaging and labeling in order to identify and check the cargo on a best endeavors basis.
- e) Company normal purchase order conditions require suppliers to properly pack goods suitable for export. In conducting the checks Contractor shall use reasonable judgment including consulting with Company and supplier in determining the extent to which any packaging needs to be opened in order to assist resolution of an identified discrepancy. Prior to commencement Company and Contractor shall document guidelines for assisting this determination. Packaging and labelling of heavy items, dangerous goods, glass and fragile items (where identified on the documentation) should be carefully checked.
- f) The Contractor is responsible for visual control of packing and marking delivered by Supplier Company.

In case of non-compliance of the packing or the marking, the Contractor shall solve the problem with the approval of the Company. A specific invoice for the marking/packing problem solving shall be sent to the Company in order to be forwarded and invoiced to the Supplier Company.

- g) Contractor's freight management system shall generate a daily goods received report in content and format acceptable to Company which shall include such information as; yard, supplier, supplier pre-alert receipt, Company purchase order number, line item number, description, order quantity, received quantity, date and time received, date and time checked, and any discrepancy information.

12. Contractor Freight Management System

Company demand to have a visibility on real time of deliveries progress. That IS and its information shall be shared and visible at distance (extranet, web platform). The Company personnel shall be able to connect and check, by typing the order number (or other ID), the location where are the materials or parcels linked to that order (or ID), in real time: orders booked, orders shipped, orders on ocean transit.

The references of the transportation documents shall be indicated and linked to the order number.

Contractor shall document, customize, implement, operate, maintain, and provide Company access to a detailed, accurate, interactive, real-time, internet-based freight management, cargo tracking, reporting, and document retention system. Key requirements for the system are as follows:

- Daily automated transfer of PO data including PO changes from Company's JDE system to Contractor's system. Data includes; PO, line item and change order numbers; PO date, description, delivery date, and incoterms; supplier information; priority, concession, tariff, and DG codes.
- Daily automated transfer of off-site goods receipt data from Contractor's system to Company's JDE system. Data includes; PO and line item numbers, quantity and date received, discrepancy code.
- Managing, searching and reporting on Company cargo and freight status at a PO line item level.
- Generating and managing alerts and expediting notifications
- Data and document input, storing and retrieval of all relevant information and documents related to purchase order, cargo, cargo receipt and checking, cargo discrepancies, freight bookings, all shipping documents including waybills, commercial invoice and packing list, cargo tracking, cargo estimated arrival times, container receipt, return and location data, all import and export documentation.
- Also includes documents and data for POs and shipments arranged on a supplier delivered basis and for which Contractor may not have arranged the actual freight.
- Also includes documents and data for POs, cargo, goods receipt, and delivery information for goods purchased from suppliers within Mauritania as noted above in this document.

13. Detailed Company Responsibilities

13.1. Inbound Cargo

Company shall:

- a) Inform the Contractor as soon as possible of purchases for which Contractor will be required to manage delivery by providing the Contractor with purchase order data issued to suppliers.
- b) Wherever practical procure goods on consistent standard delivery terms to maximize inbound and outbound freight efficiencies.
- c) Expedite goods to the point of delivery in accordance with purchase order delivery terms.
- d) Transport cargo to final Site locations, de-stuff containers and return to NKC port terminal.
- e) Arrange cargo loss insurance.
- f) Coordinate with Contractor regarding the requirements, review and approval of Provisional Sum.
- g) Obtain and provide Contractor with relevant details of Company Special Regime and other import approval permits and documentation. Review, approve and sign related export and import documents when required.
- h) Arrange other documents (e.g. Certificate of Origin) for clearances upon special request for certain shipments
- i) Ensure its suppliers are informed of Company's PMS Instructions (refer Attachment 2 – Packing, Marking,

and Shipping Instructions) and follow up and resolve supplier delivery compliance discrepancies reported by Contractor.

13.2. Purchase Orders

The provision from Company to Contractor of either a copy of an approved Company purchased order (between Company and its supplier) or the relevant PO data via automated transfer shall initiate Contractor action to execute transport and logistics related requirements to deliver the goods to Mauritania. If the delivery requirements are covered by the rates and pricing included in Schedule B Contractor shall start to action the requirements immediately. Should the delivery requirements not be covered or should Company request specific pricing then prior to actioning the delivery requirements Contractor shall provide detailed pricing to Company for review and approval in the manner described in Schedule B. An approved Company purchase order should include:

- Origin or destination of the cargo
- Supplier name and contact details
- Full description of cargo including wherever possible weights and dimensions
- Applicable Incoterm and date the cargo is to be delivered.

13.3. Cargo Insurance

Company shall provide the cargo transit insurance covering damage or loss to Company cargo. This insurance shall be administered as follows:

<u>Responsibility for Loss or Damage</u>	<u>Required Actions Against Company Cargo Transit Insurance</u>
Supplier	Company will normally pursue supplier directly, Contractor to provide information and cooperate with Company and Company insurer
Company	Company will determine if to claim, Contractor to provide information and cooperate with Company and Company insurer
Contractor including third-party carriers and providers and including loss or damage from unknown or unreported causes while cargo is under the control of Contractor or its carriers	Company will normally pursue Contractor directly. Contractor liability insurance would normally be expected to respond on Contractor's behalf. Contractor and contractor's insurance will be responsible to cover the full value of the loss irrespective of transport convention limits.
Not Determined - resulting from an accident of natural cause or a sudden (usually one-off) event as a result of an unexpected and non-deliberate external action.	Company will normally claim against its insurance and Contractor to provide information and cooperate with Company and Company insurer.

Any decision by Company not to directly pursue a claim against its suppliers or Contractor does not in any way limit Company's insurers from pursuing such a claim. Responsibility for packaging, proper handling and proof of deliver documentation shall be used in determining control and responsibility for the cargo. All losses and damage must be reported and investigated as soon as it becomes known and in any event no later than 90 days following any known or claimed delivery date.

14. Reporting

- a) Company and Contractor shall work together to implement a system of recording and reporting data to ensure all metrics and milestones are accurately measured, monitored, reported, and reviewed.
- b) Contractor shall provide a monthly report that includes:
 - Safety statistics including reportable incidents, near misses, and interventions.

- Noteworthy community and/or government relations communications.
 - Number of Contractor personnel engaged in performing the Services.
 - Work rosters for Key Personnel within the Contractors organization and the proposed coverage of those personnel during absences.
- c) Contractor shall provide an example of Standard Operational Reports Deliverable 9 – Standard Operational Reports that includes (at minimum):
- Supplier Management (supplier/vendor cargo compliance checking and reporting)
 - Expediting (used to view all PO's not yet fully supplied)
 - Consolidation (goods currently at yard being consolidated not yet shipped)
 - Transit (goods in transit from yard/drop point)
 - Containers (time up report for container tracking to time of return)
 - Offsite Receipt (all PO's and line items received at yard/drop point)
 - JDE Item Number View (cargo status review by JDE item number)
 - Master Data (all system data for exporting to Excel compiling adhoc reports).

To the maximum extent possible all reports should be driven by data and functionality in Contractor's freight management system.

15. Operating Procedures

Contractor will provide Standard Operation Procedure in accordance with articles of this document.

To assist Contractor in the performance of the Services Company may provide Contractor with certain information, documentation, specifications and other rules and regulations of the Site. Prior to using and enforcing such documentation and its provisions Contractor shall ensure a full understanding of the requirements and its area of application.

Prior to commencement of the Services Contractor will develop and document a comprehensive set of process flows, standard operating procedures and guidelines for all operating activities associated with the Services. Documentation content must be succinct, instructional and specific to Services. Transport of cargo will not commence until Contractor procedures have been completed, approved by Company, and implemented for use. Contractor must ensure all relevant Contractor personnel at yards, receiving locations, and Company personnel at NKC have been properly trained in procedural requirements.

Contractor has to provide a Standard Operating Procedure (SOP) for Sea/Air/Road (on a spread sheet form). This document should provide the details of the logistics services.

Contractor Standard Operating Process document Deliverable 8 for Sea/Air/Road should include at least the following:

- SOP Introduction & Purpose
- Annual Volume Forecast
- Purchase Order (P.O.) Upload / Revisions to P.O.s and Cancellations of P.O.s
- Transmission Mode/ Frequency
- Business Aliases (Suppliers list)
- Vendor Booking/ Booking Deadlines
- Booking Guidelines/ Consolidation
- Shipping Order Creation/ Booking Confirmation
- Cargo Receiving/ Cargo Checking/ Issuance of Dock Receipt/ Discrepancy Communication
- Storage Free time.
- Partial Shipment
- Customs Export Formalities
- Carrier Booking/ Container Pick-Up & Return
- Bill of Lading or AWB Preparation

- Document Management/ Required Documents & Sort order/ Document Dispatch to Control Tower and Mauritania Clearance Third Party/ Document Submission & Collection (from Supplier)/ Late/Missing Documents
- IT system to track and trace parcels/packages connected between Contractor-Company-Control Tower & Clearance Third Party
- Inbound/Outbound Planning Procedures & Cargo Reports
- Send document package for Import Customs Clearance to Third Party Clearance in Mauritania
- Claims Procedures/ Filing a Claim

16. Contractor Organization

Deliverable 6 - Contractor Organization Plans describes Contractor's organizational structure, personnel numbers, authority levels (operational and financial) including roles, responsibilities, work rosters, and CVs for Key Personnel.

17. Agreement Completion or Termination

Upon Agreement completion or in the event of any early termination of part or all of the Services, Contractor shall take all reasonable measures to ensure that Company's mining operations are not affected by the completion or termination.

18. Health, Safety and Environment

Deliverable 7 - Contractor HSE Plans includes details of Contractor's health, safety and environment plans and management systems to support the Services including:

- a) Listing of Contractor standard HSE policies and procedures.
- b) Identification of higher risk transport routes requiring potential risk assessment and transport management plans such as for cargo handling or transport;
 - by road freight within Africa, or,
 - through congested roads, ports, or terminals especially for bulk DG cargo.

Prior to movement of cargo through identified or other higher risk routes Contractor shall prepare risk assessment and transport management plans for Company review and approval.
- c) Describe Contractor emergency response and incident management plans and capability.
- d) Describe Contractor carrier selection and management systems to ensure carriers employ appropriate HSE requirements.
- e) Confirmed compliance with Company HSE requirements for Contractor personnel visiting Site.

18.1. General HSE Requirements

Contractor shall be responsible for the health and safety of its personnel, as well as the safety and security of Company cargo. Contractor shall maintain in a neat, clean and safe state, its work areas and all Contractor's machinery, equipment, facilities, supplies and operations. At the commencement of the Services and as often thereafter on a weekly basis Contractor shall inspect its work areas to discover any apparent defects, potential sources of injury or dangerous conditions and operations. Contractor shall conduct pre-start meetings as well as meet weekly with its personnel on general HSE matters and including to alert its personnel of the existence of such potential dangers, defects or conditions and exercise reasonable diligence to correct and mitigate.

Contractor shall stress the importance of safety and environmental awareness and assign a high priority to Contractor and Company's safety programs. Contractor shall instruct its personnel in safety and environmental rules and regulations and insist upon adherence thereto. Violation of safety rules will be cause for removal of any employee.

Company shall have the right to immediately suspend the Services if Contractor's equipment, personnel, or work conditions are considered to be unsafe or not in compliance with HSE rules and regulations. Contractor shall ensure its third-party carriers and providers meet the same level of HSE performance and compliance as Contractor.

18.2. Emergency Response and Incident Management

Contractor shall have in place emergency response and incident management plans and capability to ensure Contractor can adequately respond to such a situation. Plans should address all consolidation points, transport routes and modes. Plans should consider;

- location and environment in which the Contractor will be conducting the Services,
- transport mode and route,
- type and nature of the goods being transported, and,
- availability and capability of local authorities and third parties to respond and assist.

The plan shall include how the Contractor intends to address emergencies and incidents such as equipment breakdown or accident, cargo loss or spill, loss or damage to people or property either through the spilling of cargo or during the loading, unloading, or carriage between origin and release of cargo to Company.

18.3. Route Risk Assessment and Traffic Management Plan

As described above Contractor shall conduct a route risk assessment from the point or location at which the Contractor assumes responsibility for the goods on behalf of Company until delivery to Company. The assessment shall draw particular attention to the risks associated with the type cargo being transported. The assessment shall also include a risk mitigation register explaining how the Contractor intends mitigating each identified risk on the route.

Prior to commencement of the cargo movement Contractor shall submit a traffic management plan for review and approval by Company that takes into consideration how the Contractor will conduct its daily operations in managing sea, road, and air traffic to and from Site with particular emphasis on Services conducted within Mauritania. The plan shall:

- including technical guidelines for transportation of DGs
- establish current road conditions and traffic volume benchmarks
- identify route, port and road restrictions along with other major competing uses
- include the risk mitigation measures identified in the route risk assessment
- describe any ongoing resources and activities needed for managing transport along the route
- include to provide on a daily basis a report on progress, road and traffic conditions.

19. **Attachments**

Attachments as listed below are referenced throughout the Schedules and form part of the Agreement. In the event of conflict, ambiguity or inconsistency between the Attachments and other Agreement documentation then the order of precedence described in the Agreement shall prevail.

Attachment 1 – Contractor Invoicing Information

Attachment 2 – Packing, Marking, Shipping Instructions

20. **Deliverables**

Deliverables as listed below are referenced throughout the Schedules and form part of the Agreement. Deliverables refer or are taken from Contractor's proposals and are included to reflect the general capability and intent represented by Contractor. In the event of conflict, ambiguity or inconsistency between the Deliverables and other Agreement documentation then the order of precedence described in the Agreement shall prevail.

Deliverable 1 – Contractor Information

Deliverable 2 – Contractor Mobilization and Implementation Plans

Deliverable 3 – Contractor Freight Management Plans

Deliverable 4 – Contractor Freight Management System

- Deliverable 5 – Contractor Procedures
- Deliverable 6 – Contractor Organization Plans
- Deliverable 7 – Contractor HSE Plans
- Deliverable 8 – Contractor Standard Operating Process
- Deliverable 9 – Contractor Operational Report