

Dated \_\_\_\_\_ May 2022

**MEMORANDUM OF UNDERSTANDING**

between

**TANZANIA POLICE FORCE**

and

**NORTH MARA GOLD MINE LIMITED**

Concerning

**PROVISION OF SECURITY SERVICES AND MAINTAINING LAW AND ORDER IN  
THE AREA OF NORTH MARA GOLD MINING SITES**

2022



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (together with the attached schedules which form part of this memorandum of understanding (the "**MoU**") is made on \_\_\_\_\_ day of May 2022 between:

- (1) **THE TANZANIA POLICE FORCE**, the sole law enforcement agency of the United Republic of Tanzania established by CAP 322 R.E 2002, and its headquarters at 4 Postal Street P.O. Box 961, 40483 Dodoma, Tanzania (hereinafter referred to as the "**TPF**" of the one part); and
- (2) **NORTH MARA GOLD MINE LIMITED** a company incorporated under the laws of the United Republic of Tanzania having its registered office at Plot number 34/1 Ursino South, New Bagamoyo Road, P.O. Box 1081 Dar es Salaam, Tanzania (the "**Company**"),

together referred to as the "**Parties**".

**IT IS ACKNOWLEDGED** that:

- (A) TPF is legally tasked with the duty of protecting life and properties throughout the United Republic of Tanzania by virtue of the Police Force and Auxiliary Services Act, 2002.
- (B) The Company is a joint venture company between East African Gold Mines PTY Limited and CayCo TZ Limited of the first part, and the Government of the United Republic of Tanzania (the "**Government**") of the second part.
- (C) The Company holds certain mineral claims and mining licenses within the Mara Region of Tanzania (the "**License Area**") and operates a gold mine and infrastructures and ancillary facilities (the "**Mine Site**") (together with the License Area, the "**Area**"). The existing boundaries of the Mine Site, as increased or reduced from time to time, are shown on the map attached as Schedule A (*Map of the North Mara Gold Mine and Environs*).
- (D) The Company has established significant infrastructure, including a plant and equipment, at the Mine Site, which is operated and maintained by both its own employees, various contractors who reside at the Mine Site and by residents in the local communities.
- (E) The Company and its Affiliates (together "**BARRICK**") conducts (or may conduct in the future) gold exploration or mining activities throughout the Area and has employees, contractors, equipment and vehicles at various mineral exploration sites.
- (F) The Mine Site together with the mine exploration work undertaken by the Company and BARRICK make a considerable contribution to improve peace and economic prosperity of the Area and in Tanzania, particularly by the creation of jobs among the local communities, the provision of training for local staff and the creation of direct and indirect commercial opportunities for local businesses and other stakeholders throughout Tanzania. The Mine Site demonstrates to the international investment and banking communities that the sovereign and political risks associated with operating exploration and mining projects in the Area can be managed successfully to the benefit of all stakeholders.
- (G) Consistent with:
  - (i) the Constitution of the United Republic of Tanzania;
  - (ii) laws of the United Republic of Tanzania; and
  - (iii) the Voluntary Principles on Security and Human Rights, published on 4 December 2000 ("**Voluntary Principles**"), to the extent that the Voluntary Principles do not contain any provisions that are in conflict with Tanzanian legislation currently in force,

- the Government of Tanzania has the primary responsibility with maintenance of law and order in Tanzania. In or around the Area, the Government of Tanzania discharges such responsibility through the TPF, and such other Government security forces, as the Government of Tanzania deems necessary from time to time.
- (H) The villages of Kerende, Kewanja, Nyakunguru, Mantongo, Mjinikati, Nyabichune, Nyangoto, Komalela, Nyamwaga, Genkuru and Msege, which are located within a 45 kilometre radius of the Area (the "**Community**"), as shown on the map attached as Schedule A (*Map of North Mara Gold Mine and Environs*), have a fundamental need for security and the right to be treated with respect and dignity, and are entitled to expect that the TPF will be held accountable to the public by the Government of Tanzania for any misconduct.
- (I) As a matter of principle the Company and BARRICK will not be involved whatsoever in any policing, military activities, paramilitary activities, or armed conflicts that may occur anywhere in the vicinity of the Company's operations, or anywhere in the Area.
- (J) The Company and BARRICK are mining companies and their plant, equipment and assets have been brought into the Area specifically for exploration and mining purposes. Consistent with the laws of Tanzania and the Voluntary Principles, it is the Company's strict policy that it and BARRICK's employees, suppliers and contractors (their respective employees and subcontractors) together with the Company's security personnel, in each case do not carry firearms that contain hard munitions. As further detailed in Recital (K) below, the TPF are responsible for preserving law and order in the Area and are the lawful entity allowed to bear firearms within the Area. Consistent with the laws of Tanzania, the TPF shall only enter inside the perimeter of the Mine Site when requested by the Company, depending on the significant security threat arises, or pursuant to a lawful criminal investigation.
- (K) According to the Tanzania laws, TPF are vested with the responsibility of ensuring public security and safety; protecting life and property; preserving order and preventing the commission of offenses; bringing offenders to justice through investigation, apprehension, detention and processing of persons suspected of criminal offences; and involving the community in the policing process to create an environment that builds an effective working relationship between the community and the TPF and which has respect for human rights and fundamental freedoms.
- (L) The Area is in a remote part of Tanzania and the TPF have limited resources to dedicate to the Area with required security, and thus TPF desire to increase their presence and strengthen their capacity to preserve law and order, prevent and solve crime and provide community policing and the Company desires TPF to provide supplemental support to the TPF in the Area on a voluntary basis, in particular along the outside perimeter of the Mine Site.
- (M) The TPF are required to abide by the Tanzanian law and international legal obligations in relation to respect for human rights and fundamental freedoms, and to cooperate with the Tanzanian Commission for Human Rights and Good Governance ("**CHRAGG**").
- (N) The Company is or may be required to abide by various legal obligations and non-legal standards applicable to international mining companies in Tanzania and elsewhere, including but not limited to:
- (i) The Prevention & Combating of Corruption Act 2007 (Tanzania); the Foreign Corrupt Practices Act (United States of America); the Corruption of Foreign Public Officials Act 1999 (Canada); and the Bribery Act 2010 (United Kingdom) (together "**Anti-Bribery Legislation**"); and
  - (ii) The Voluntary Principles, the United Nations Guiding Principles on Business and Human Rights (endorsed by the United Nations Human Rights Council in resolution 17/4 of 16 June 2011), ("**UNGPs**") (together "**Human Rights Standards**" which are attached as Schedules C (*Voluntary Principles*) and D (*Guiding Principles*), respectively.
- (O) The Company will maintain relevant records relating to any and all support it may provide, and will make such records available to the TPF, the Government or any other relevant domestic or foreign public authority as may be required or as the Company may determine. To that end, all support provided shall be open and transparent, and the Company may disclose information in its

possession regarding such support to third parties, including government or non-governmental organizations, as it considers appropriate.

- (P) The Parties to this MoU are committed to exercising their rights and discharging their responsibilities according to the rule of law as it is reflected in the domestic law of Tanzania and in accordance with international protocols and instruments to which Tanzania also adheres and subscribes to, which include the following:
- (i) the United Nations Universal Declaration of Human Rights (adopted and proclaimed by General Assembly resolution 217 A (III) of 10 December 1948);
  - (ii) the United Nations Code of Conduct for Law Enforcement Officials (adopted by General Assembly resolution 34/169 of 17 December 1979);
  - (iii) the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (adopted by the Eighth United Nations Congress on the Prevention of Crime and the Treatment of Offenders, Havana, Cuba, 27 August to 7 September 1990);
  - (iv) the Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises adopted by a meeting of its Ministerial Council in Paris on 27 June 2000;
  - (v) the Voluntary Principles; and
  - (vi) the UNGPs,

together, the "**Applicable Human Rights Principles**".

- (Q) In addition, while the Parties have a shared interest in ensuring that the TPF have the means to protect the lawful interests of both the Area, the Company and its Affiliates, the Parties recognise and agree that:
- (i) the TPF must act independently of the Company and its Affiliates, BARRICK, the BARRICK Group, and the Personnel, in accordance with the Applicable Human Rights Principles and in compliance with applicable national and international law including, where applicable, international humanitarian law as well as human rights law, including any internationally accepted standards of conduct in managing armed civil disturbances, conflicts and uprisings; and
  - (ii) the Company and BARRICK: (a) operate independently of the Government of Tanzania and are not state agencies or instrumentalities notwithstanding that the Government of Tanzania has a carried (indirect) interest in North Mara; and (b) have no authority and shall not supervise, direct or control any mission, assignment or function of the TPF. The TPF will operate, at all times, under their own chain of command and nothing in this MoU shall be construed to suggest that the TPF, or any of its members, are the agents, partners, employees, or representatives of the Company or BARRICK in any capacity. Further, in providing the support identified herein, the Company has not agreed and neither does nor will agree to assist in any operation assignment or function in any manner, logistical or otherwise.
  - (iii) the arrangements between the Company and Tanzania and/or the TPF, and any assistance, services or support provided by either Party, shall under no circumstances: (a) create any kind of employment, agency or joint venture relationship between the Company, Tanzania, the TPF, or any individual TPF officer, whether under Tanzanian tax laws, employment laws, or any other applicable law; (b) create any duty of care by the Company to the TPF, its members, any other person associated with the deployment or any third parties with whom the TPF, its members or any other person associated with the deployment may interact; or (c) render it reasonably foreseeable that any violations of national law or international human rights may occur because of such assistance, services or support that the Company may provide.

The Parties agree as follows:

1. **Defined terms**

In this MoU the following terms have the following meanings:

**"Affiliates"** means a company in the same Group as the Company or BARRICK (as the case may be).

**"Allowances"** means the amounts paid in accordance with clause 6.1 (*Allowances*).

**"Anti-Bribery Legislation"** has the meaning to given to it in Recital (N) and which includes any other anti-bribery or anti-corruption law, rule, or regulation, in any applicable jurisdiction.

**"Armed Violence"** means any uprising, riot, civil disobedience, disturbance or hostile activity of any kind initiated by armed individuals not acting with the legal authority of:

- (a) the Government of Tanzania; or
- (b) any national or international armed forces invited by the Government of Tanzania, which threatens, or has the potential to threaten, the security or safety of the Mine Site (or any operations of BARRICK) and any Personnel.

**"Applicable Human Rights Principles"** has the meaning given to it in Recital (P).

**"Assets"** mean any vehicles (but not any aircraft) in the Area owned or operated by the Company, BARRICK or any of contractors and suppliers of the Company or BARRICK.

**"Associated Person"** means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including employees, agents, subsidiaries, representatives and subcontractors.

**"Community"** has the meaning given to it in Recital (H).

**"Company's Asset Protection Manager"** means the manager designated to that role by the Company from time to time who shall be located at the Mine Site.

**"Effective Date"** has the meaning given to it in clause 18 (*Effective Date*).

**"Exceptional Event"** has the meaning given in clause 22 (*When Permitted Support may be requested*).

**"General Manager"** means the general manager of the Mine Site.

**"Group"** means any persons, corporations or other forms of enterprise (including direct and indirect parent and subsidiary companies), which directly or indirectly controls, is controlled by, or is under common control with, a Party hereto and each of such entities' successors and assigns. For the purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

**"Mine Site"** has the meaning given to it in Recital (C).

**"Natural Disaster"** means any flood, earthquake, hurricane, typhoon, volcanic activity, outbreak of an epidemic or pandemic, famine, or other natural disaster which has resulted in the need for intervention by the Government of Tanzania to provide humanitarian aid and relief.

**"North Mara Gold Mine Office"** means the address set out in clause 13.1(a).

**"NGO" or "Non-Governmental Organisation"** means any voluntary private association, union, or institute; or group of individuals, private citizens, or corporate bodies which participates in international affairs and enjoys international personality.

**"Permitted Security Presence"** has the meaning given to it in clause 5.1.

**"Permitted Support"** means in respect of an Exceptional Event the use by the TPF of the Assets, fuel, food, water, medical supplies and medical assistance for the evacuation of wounded or otherwise injured of TPF, military or civilian personnel from the Area.

**"Personnel"** means any person or persons employed by, contracted to or otherwise providing services to:

- (a) the Company or to BARRICK; or
- (b) to any of the Company's or BARRICK's contractors or suppliers (and any sub-contractors or suppliers).

**"Regional Police Commander"** means the Regional Police Commander of the Tarime-Rorya Special Police Zone and the Regional Police Commander of Mara Region.

**"Senior Police Officers"** means the Regional Police Commander, Staff Officer, Operation Officer, Regional Crime Officer, Officer Commanding Field Force Unit, Officer Commanding District, Officer Commanding Criminal Investigation District, and Officer Commanding Station.

**"TPF Vehicles"** means each of the following vehicles utilised by the TPF in accordance with this MoU in the Area:

- (a) Toyota Land Cruiser Hard top [REDACTED]
- (b) Toyota Land Cruiser Pick-up [REDACTED]
- (c) Toyota Land Cruiser Trooper [REDACTED]
- (d) Toyota Land Cruiser Pick-up [REDACTED]
- (e) Toyota Land Cruiser Trooper [REDACTED]
- (f) Toyota Land Cruiser Trooper [REDACTED]
- (g) Toyota Land Cruiser Trooper [REDACTED]
- (h) Toyota Land Cruiser Trooper [REDACTED]
- (i) Toyota Land Cruiser Trooper [REDACTED]
- (j) Toyota Land Cruiser Trooper [REDACTED]
- (k) Toyota Land Cruiser Hard top [REDACTED]
- (l) Toyota Land Cruiser 76 Series [REDACTED]
- (m) Toyota Land Cruiser Trooper [REDACTED]
- (n) Toyota Land Cruiser Pick-up [REDACTED]
- (o) Toyota Land Cruiser Pick-up [REDACTED]
- (p) Toyota Land Cruiser Pick-up [REDACTED]
- (q) Toyota Hilux Pick-up [REDACTED]
- (r) Toyota Land Cruiser Pick-up [REDACTED]
- (s) Toyota Land Cruiser Pick-up [REDACTED]
- (t) Toyota Land Cruiser Pick-up [REDACTED]

## 2. When Permitted Support may be Requested

- 2.1 The right of requisition of an Asset for the Permitted Support is restricted to the strict and immediate needs of the TPF and may be exercised only when the required assets or services cannot be obtained by agreement from third parties.
- 2.2 Notwithstanding clause 2.1 and consistent with the Voluntary Principles, the TPF and the Company, as appropriate, will seek to assist in having medical care promptly provided to anyone receiving physical injuries resulting from an event of a violent confrontation involving the TPF in and around the Area.
- 2.3 Subject to clause 2.2, a request may be made to the Company or to BARRICK (as the case may be) to provide the Permitted Support, where:
- (a) there is an Armed Violence within 20 kilometres of the principal administration building of the Mine Site, or within 20 kilometres of any operation of BARRICK, as the case may be;
  - (b) TPF, military and/or civilian personnel are wounded or otherwise injured as a result of any Armed Violence within 20 kilometres of the principal administration building of the Mine Site or within 20 kilometres of any operation of BARRICK (as the case may be), and the TPF, military, or civilian personnel require immediate medical attention;
  - (c) the Personnel require evacuation from where there is an Armed Violence, or a Natural Disaster;
  - (d) there is a Natural Disaster within 30 kilometres of the principal administration building Mine Site, and/or within 30 kilometres of the principle administration building of any operation of the Company and BARRICK (as the case may be), and where the TPF's assistance has been ordered by the Government of Tanzania or the Regional Police Commander, for the purpose of providing humanitarian aid for the local population affected by that Natural Disaster; or
  - (e) there is a specific and likely threat to the Personnel or to members of the local community surrounding the Mine Site from an Armed Violence or a Natural Disaster,

each of the above is an "Exceptional Event".

## 3 Request for Permitted Support from the Company

### 3.1 Procedure

Where the Permitted Support is required in respect of an Exceptional Event, the following procedure must be followed:

- (a) The Regional Police Commander responsible for the Exceptional Event, must inform the following:
  - (i) The Commissioner of Police responsible for Operation at Police Headquarters; and
  - (ii) The General Manager,

that an Exceptional Event has occurred or is likely to occur and that the TPF are unable to deal with that event adequately without the Permitted Support, specifying the nature of the Permitted Support required and the duration for which it will be needed.
- (b) If the Commissioner for Operation of Police Headquarters determines that there is a need for the Permitted Support, the Commissioner of Police responsible for Operation at Police Headquarters shall provide a request in writing for the Permitted Support to the Regional Police Commander.
- (c) On receipt of the request in writing for the Permitted Support from the Commissioner for Operation of Police Headquarters, the Regional Police Commander must prepare a formal request to the General Manager at the North Mara Gold Mine Office for the Permitted

Support ("**Formal Request**"), which will adhere with Clause 3.2 (*Contents of a Formal Request for Permitted Support*).

- (d) The General Manager will make a determination as quickly as possible whether the Permitted Support in respect of the Exceptional Event is to be provided, and in any event will provide its decision to the Regional Police Commander in writing in English and/or Swahili within 24 hours of the formal request being received. Where this procedure is impossible in the circumstances due to imminent risk of harm, the decision shall be communicated by any means possible and reduced to writing as soon as possible thereafter, and no later than 24 hours after receipt by the General Manager of the request in writing for the Permitted Support.

### 3.2 Contents of a Formal Request for Permitted Support

The Regional Police Commander will ensure that any formal request for the Permitted Support delivered to the General Manager at the North Mara Office, will:

- (a) specify the nature and precise location of the Armed Violence or Natural Disaster for which the Permitted Support is required;
- (b) specify the purpose for which the Permitted Support is required, including the type and use of any Assets to which access is requested and the locations in which those Assets will be deployed;
- (c) specify the anticipated duration for which the Permitted Support will be required and the anticipated date on which the relevant Assets will be returned to the Company, or BARRICK (as the case may be);
- (d) provide details of any applicable written law (if any) of Tanzania relied upon in making the formal request for the Permitted Support;
- (e) if possible, considering the circumstances of the Exceptional Event, provide details of the name, rank and other relevant details of the responsible TPF officers who intend to use the Assets;
- (f) be signed on behalf of the Regional Police Commander.

### 3.3 Assets Provided Pursuant to Law

The Assets will only be provided to the TPF for the Permitted Support in accordance with this MoU or any applicable Law as in force when the Exceptional Event occurs. No Support shall be provided in connection with, in furtherance of, or conditioned on any specific assignment the TPF may undertake when deployed to the Area.

### 3.4 Unwarranted Requests for Permitted Support

If the General Manager determines that a request for Permitted Support is not warranted in the circumstances, he must notify the Regional Police Commander in writing.

## 4 Use and Control of Weapons and Equipment

The Company and BARRICK shall not be required to, and the TPF shall not request that, the Company or BARRICK provide lethal weaponry, including hard munitions, or make any payment in order to procure such weapons, weaponry or ammunition. TPF agree that no support provided by the Company or BARRICK, including any Allowances, shall be used for lethal weaponry or other lethal equipment. TPF agree that any equipment provided by the Company or BARRICK will not be used for any other purpose than that contemplated by this MoU and will only be used when TPF officers or other TPF personnel deployed to the Area are on duty, or as otherwise specified in this MoU.

## 5 Permitted Security Presence

- 5.1 The TPF shall deploy to the surroundings of the Mine Site the following TPF officers to maintain law and order (a "**Permitted Security Presence**"). Each deployed TPF officer shall be identified on a duly authorised duty roster provided by the TPF to the Company, and selected by a Staff Officer (designated by the Regional Police Commander) and who shall report to the Officer Commanding District ("**OCD**") based in Nyamwaga:
- (a) Officer Commanding Operations ("**OC**"), who shall be located at the Barracks;
  - (b) One hundred and forty-two (142) TPF officers, who shall focus on the maintenance of law and order in relation to the Mine Site (subject to clause 5.2) and report directly to the OC;
  - (c) Two (2) TPF officers, whose focus shall be to undertake with criminal investigations at the Mine Site;
  - (d) Six (6) Traffic TPF officers for assisting with traffic control in the Area (excluding the Mine Site), including with respect to the Mine Site vehicles and the haul road/village intersections; and
  - (e) Three (3) TPF Liaison officers, each operating an eight-hour shift (in every 24-hour period) in a designated office provided by the Company which will be located at the Mine Site and reporting to the OC.
- 5.2 Save as expressly allowed under law or under this MoU, TPF officers shall access the Mine Site only upon request of the Company.
- 5.3 Where security situation requires the presence of additional TPF officers in the Area other than as set out in this MoU, the TPF shall provide such additional TPF officers and other resources necessary to ensure the maintenance of law and order in the Area. The Allowances set out in clause 6.1, shall be paid to any such additional TPF officers so deployed to the Area, who are listed on a duly authorised duty roster provided by the TPF to the Company.
- 5.4 The Commissioner of Operations at Police Headquarters shall approve any request for additional TPF officers in writing before that increase in TPF officers is informed by the Regional Police Commander to the Company.
- 5.5 The Company's Asset Protection Manager may request the termination of a Permitted Security Presence at the Mine Site, or anywhere in the Area, at any time by notice in writing to the Regional Police Commander. Upon receipt of such notice, the Regional Police Commander shall procure the removal of the TPF from the location set out in the notice (or as otherwise requested by the Company's Asset Protection Manager) within 14 days of receipt.
- 5.6 The Company Asset Protection Manager and the Regional Police Commander (or such other Senior Police Officer) shall meet regularly to discuss the security situation in the Area, any complaints levied by third parties in connection with the deployment, whether the complaints are received by the Company or any governmental entity, and the implementation of this MoU. At the meeting, the Regional Police Commander (or such other Senior Police Officer) shall also provide updates on the investigation of complaints previously raised (if any) and provide such other information as may reasonably be required by the Company Asset Project Manager to ascertain compliance with the terms of this MoU. Upon request from the TPF Headquarters (which shall not be made more than twice in each 12-month period), the Company shall facilitate such TPF officers from TPF Headquarters to the Mine Site to meet with the Company's Asset Protection Manager to discuss the implementation of this MoU, and complaints levied in connection with the deployment, and the security situation in the Area. The Company may deduct the cost for facilitating such visits from the amounts paid in accordance with clause 6(d).
- 5.7 If there are any complaints levied against individual TPF officers based on conduct occurring while assigned to the Area, whether raised by the Company or any third party, those complaints will be fully investigated according to the established TPF or the Government's procedures, and any individuals under investigation for potential violation of TPF duties, policies or the laws of Tanzania will be suspended from providing security in the Area pending the outcome of such investigation. The Company also notes that if it receives complaints or feedback related to the

deployment, the TPF agrees to process such complaints or feedback through its established grievance mechanism. Complaints or feedback that relate to the conduct or actions of TPF officers will be conveyed to the TPF or the Government's other agencies, as may be appropriate.

## 6. Allowances and in kind support

6.1 The Company shall pay the following allowances in respect of the Permitted Security Presence, in accordance with applicable TPF duty rosters reflecting appropriate rates:

### (a) Operational Daily Fee

A daily operational fee payable to each designated TPF officer who is listed on the TPF duty roster and is deployed to the Area regardless of rank shall be of TZS 100,000 (Tanzania Shillings One Hundred Thousand).

Payment of the daily operational fee (subject to the below deductions) will be paid to an official TPF government bank account (the "**TPF Bank Account**") for and on behalf of the TPF officers deployed at the Area. On receipt, the TPF, through the Regional Police Commander, will make available a payment voucher to each TPF officer so deployed in an amount in aggregate equal to the daily operation fee less the below deductions.

The Regional Police Commander shall keep a payment voucher register which shall record each operational daily fee payment voucher issued under this MoU and be signed by each individual TPF officer in receipt of the payment voucher together with a third party witness confirming that the daily operational fee (less the below deductions) was provided and received. A copy of the payment voucher register will be made available to the Company on a monthly basis.

The Company shall pay the daily operational fee (less the below deductions) to the TPF Bank Account as set out in clause 6.1(c) and the Company shall incur any reasonable banking charges with respect to the transfer of said daily operational fee to the TPF Bank Account.

The daily operational fee shall be rolled-up and paid every two-week period or at such other period as the Parties shall agree.

### (b) Daily Per Diem

A daily per diem to each TPF officer deployed to the Area who appears on the TPF duty roster shall be of TZS 50,000 (Tanzania Shillings Fifty Thousand) which shall be deducted from the amount payable in clause 6.1(a).

Payment of the per diem shall be made to the TPF Bank Account for and on behalf of the TPF officers deployed at the Area. On receipt, the TPF, through the Regional Police Commander, shall make available a payment voucher to each individual TPF officer so deployed in an amount in aggregate equal to the per diem.

The Regional Police Commander shall keep a payment voucher register which shall record each per diem payment voucher issued under this MoU and be signed by each individual TPF officer in receipt of the payment voucher together with a third party witness confirming that the daily operational fee (less the deductions set out herein) was provided and received. A copy of the payment voucher register will be made available to the Company on a monthly basis.

The Company shall pay the per diem to the TPF Bank Account as set out in clause 6.1(c) and the Company shall incur any reasonable banking charges with respect to the transfer of the per diem to the TPF Bank Account, signed by the individual officer and a third party witness confirming that the per diem was provided and received.

The per diem shall be rolled-up and paid every two-week period or at such other period as the Parties shall agree.

## (c) Operational Administration Fee

There shall be an operational administration fee of TZS 10,000,000 (Tanzania Shillings Ten Million) deducted from the amounts payable in clause 6.1(a) which shall be rolled-up and paid for the period of every two-week or at such other period as the Parties shall agree

## (d) Mode of payments

A daily per diem to each TPF officer deployed to the Area as per clause 6.1 (b) and Operational Administration Fee shall be paid to the TPF Bank Account, the details of which are set out below:

Bank Name: CRDB Bank Plc

Bank Address: P.O.Box 2, Tarime

Bank Account Name: [REDACTED]

Account Number: [REDACTED]

SWIFT: [REDACTED]

## (e) Administrative Fee

There shall be administration fees, rolled-up and paid on a monthly basis on or around the first week of each month or such other period as the Parties shall agree, which shall inter alia used to support the smooth running of the Force and discharge of duties under this MoU, to be paid to the Office of the Chief of Police Force (Inspector General) vide official government account set out below, from the balance in excess of clause 6.1(c), following deductions made over clauses 5.4, 6.1(a) and 6.1(b) (as the case may be).

Bank Name: Bank of Tanzania

Bank Address: Mirambo Street, P. O. Box 11884, Dar es Salaam

Bank Account Name: [REDACTED]

Account Number: [REDACTED]

(f) The Parties, from time to time, not less than every twelve months, may review the operational administration fee as set out in clause 6.1(c), and upon agreement may make an increase of not more than 10 percent in any financial year.

## (g) Additional Senior Police Officer Fee

Where it is necessary for additional TPF officers to be deployed to the Area in accordance with clause 5.3, and where as a consequence any additional Senior Police Officers are also required to be deployed to the Area, an additional Senior Police Officer Fee shall be paid to each such Senior Police Officer so deployed and appearing on a duty roster (up to a maximum of 8 Senior Police Officers) (in accordance with the Public Service Circular No. 2 of 2014), of TZS 30,000 (Tanzania Shillings Thirty Thousand) per day. The additional Senior Police Officer fee shall be paid to the TPF Bank Account (on behalf of each Senior Police Officer) by the Company as per the banking details set forth in clause 6(c):

The additional Senior Police Officer fee shall be rolled-up and paid on a monthly basis on or around the first week of each month or such other period as the Parties shall agree.

6.2 The TPF warrant that the bank account details referred to in clauses 6(c) and 6(d) are true and accurate (or will be true and accurate when provided to the Company's Asset Protection Manager), are official governmental accounts, and no person has access to the relevant bank account other than the formally designated TPF representative.

6.3 During the Permitted Security Presence, the Company shall:

- (a) provide to the TPF fuel for TPF Vehicles utilised for the Permitted Security Presence, in the Area. Not more than 520 litres of fuel per month per TPF Vehicle shall be made available by the Company to the TPF for any one TPF Vehicle.
- (b) repair, maintenance and engine servicing of TPF Vehicles utilised for the Permitted Security Presence. The Company may (but shall not be obliged to) subcontract the repair, maintenance and servicing of the TPF Vehicles to a third party. The Company shall ensure proper records are maintained in respect of any repairs, maintenance and servicing that is undertaken on a TPF Vehicle. It is the TPF's sole responsibility at all times to ensure any vehicles used for the Permitted Security Presence is road worthy and safe to operate. The Company is providing all vehicle support on an "as-is, where is" basis, and makes no warranties of any type as to the fitness or condition of the provided or directly procured support; and
- (c) bear the costs of the third-party service provider, chosen amongst the communities living nearby the Mine Site, that provides food to the individuals listed on the TPF duty rosters in the canteen facilities at the Barracks (see clause 17). Not more than TZS 18,000 (Tanzania Shilling Eighteen thousand) per day per individual listed on the TPF duty roster shall be supported by the Company.

Notwithstanding the above, it is the responsibility of the TPF to provide any day-to-day support needed for the operation of the Assets whenever they are utilised for the Permitted Support or the Permitted Security Presence.

#### **7 Deemed Conditions Relating to a Request for Permitted Support or the Provision of Permitted Security Presence**

A request for Permitted Support for any Exceptional Event and the provision of Permitted Security Presence will, on each occasion, be deemed to include the following:

- (a) The TPF warrant to the Company that:
  - (i) any TPF officer deployed is at least 18 years of age and has joined the Police at his or her own independent volition.
  - (ii) any TPF officers or other TPF personnel deployed to the Area have been provided with training on the Applicable Human Rights Principles and international humanitarian law and International Security and Human Rights Standards related to the use of force (e.g. UN Basic Principles on the Use of Force and Firearms by Law Enforcement Officials) in accordance with the guidance set out in the attached Schedule C (*Voluntary Principles Training*).
  - (iii) the TPF officers or other TPF personnel deployed to the Area will use force only when strictly necessary, will always use the least force necessary to address a security threat, and will use force in a manner proportionate to the threat and consistent with national law and International Security and Human Rights Standards or consistent with international humanitarian law when applicable.
  - (iv) the TPF officers or other TPF personnel deployed to the Area will use lethal force only where there is an imminent threat to human life or consistent with international humanitarian law as applicable.
  - (v) the Company will communicate its policies regarding ethical conduct and human rights to the TPF. The TPF officers or other TPF personnel deployed to the Area will strive to act consistent with those policies in and around the Area.
  - (vi) no TPF officer or other TPF personnel that has faced credible allegations that he or she has committed violent crimes or was involved in human rights abuses is assigned to duties in connection with the Permitted Support and/or the Permitted Security Presence.
  - (vii) the TPF officers or other TPF personnel will have received suitable and adequate training in accordance with the TPF training methods and requirements before being

deployed in the Area. This training will include how to implement the International Security and Human Rights Standards, including the Core Competencies set out in Schedule B (*Voluntary Principles Training*).

- (v) the TPF officers and other TPF personnel will be adequately and properly supervised by their own chain of command, and without the involvement of the Company or its Personnel.
  - (vi) the TPF will report to a Senior Police Officer any incident that has caused any injury, death, or substantial damage to property, who in turn will notify the assigned TPF liaison.
  - (viii) the Personnel will not be involved in the operation of the Assets whilst the Assets are utilised with the Permitted Support or Permitted Security Presence.
- (b) an acknowledgement by the TPF that the Company, and BARRICK reserves unconditionally the right:
- (i) to take whatever they determine appropriate in order to comply with its obligations under all applicable laws of Tanzania, and the Applicable Human Rights Principles, without being liable to any adverse reaction by the TPF, the Government of Tanzania or any other agency of the Government of Tanzania; and
  - (ii) to cooperate appropriately with and support any subsequent investigation into the circumstances surrounding the request for and provision of Permitted Support or Permitted Security Presence conducted under the laws of Tanzania or any international agreements or treaties to which Tanzania is a party.

#### 8 Personnel to be Maintained on Site

The Company's Asset Protection Manager may maintain such Personnel at the Mine Site as he deems necessary during any Armed Violence or Natural Disaster.

**9 Contact with United Nations, NGOs and Local Community**

- 9.1 The Company may liaise with the United Nations and African Union representatives in Tanzania, and other officials of local and international NGOs to keep them informed of relevant developments and activities in respect to any Exceptional Event, Permitted Support or Permitted Security Request.
- 9.2 The Company and the TPF agree to meet jointly with the local communities in the Area on a regular basis (and at least quarterly in any 12-month period), to discuss the security situation and in particular the nature of intrusions at the Mine Site, and to work together with the local communities to identify areas of security concerns and to seek resolution of those concerns and any other security and policing related issues.

**10 Contact with Public Reporting of an Exceptional Event**

- 10.1 The TPF acknowledge that BARRICK as a publicly listed company has legal obligations to its shareholders and other stakeholders, the international community and other applicable governments to inform of all extraordinary events that may arise in connection with this MoU, including any Exceptional Event.
- 10.2 As a consequence of clause 10.1, BARRICK (and/or the Company) may issue such public press releases or make such public statements as it considers appropriate on any extraordinary event that may arise in connection with this MoU. In no way, however, will such a release or statement disclose military secrets or endanger the internal or external security of Tanzania.
- 10.3 The Company may also make such public announcements or statements to the local community in connection with the MoU as it thinks appropriate to protect and serve the Company's or BARRICK's interests, but in doing so the Company will take in account any concerns expressed by the Government of Tanzania as to the security and safety of the TPF officers, other TPF personnel and the efficacy of the operations of the TPF.
- 10.4 This MoU may be made available in the public domain to adhere with the international principles of transparency and good governance, or in connection with any litigation or other legal proceedings.

**11 Security Incidents**

The TPF agree:

- (a) to promptly advise the Company's Asset Protection Manager of any security incident involving use of weapons or use of force, and of any alleged human rights violation or abuse in which TPF officers or other TPF personnel are involved while performing their duties in the Area, or at any other operation which may have consequences to the Company or to BARRICK.
- (b) to promptly investigate, report, and resolve all such incidents, potential violations or abuses in accordance with applicable national and international law and to keep the Company's Asset Protection Manager informed of all such investigations. During the course of any investigation or proceedings, the TPF agree to suspend the TPF officer or other TPF personnel under investigation or being prosecuted as a result of their actions.
- (c) following any investigation which finds that a TPF officer or other TPF personnel used disproportionate force, violated or contravened any Applicable Human Rights Principles, human rights and/or international humanitarian law, or agreements on use of weapons or other equipment, to promptly take such proportionate and appropriate disciplinary action against the TPF officer or TPF personnel or take such other preventative measures to ensure that there is no reoccurrence of the offending conduct.
- (d) permanently remove a TPF officer or other TPF personnel from the Area on receipt of a request from the Company and to not redeploy to the Area any Police officer or other Police personnel found guilty of any Applicable Human Rights Principles, human rights and/or international humanitarian law, or agreements on use of weapons or other equipment.

- (e) that the Company may report any credible allegations of human rights violations to the appropriate authorities and agencies, and it shall investigate as contemplated by clause 11(b) any complaints the Company receives against a TPF officer or other TPF personnel.

## 12 Illegality, Anti-Bribery and Corruption and Sanctions

12.1 Each Party represents and warrants to each other, that, with respect to any activities that are undertaken pursuant to, and/or otherwise connected with, this MoU and any actions contemplated thereunder, it will:

- (a) comply with, and will use reasonable endeavours to ensure that it complies with all applicable Anti-Bribery Legislation and sanctions requirements; and
- (b) not take any action, and will use reasonable endeavours to ensure that it does not take any action, that causes the other Party, or in the case of the Company any member of the BARRICK group of companies, to violate any applicable Anti-Bribery Legislation or sanctions requirements.

12.2 Each Party has implemented and must at all times maintain adequate procedures designed to comply with its obligations under clause 12.1 above.

12.3 At all times from the commencement of negotiations concerning this MoU, the TPF warrant that none of the Company, BARRICK or any other member of the BARRICK group of companies, has sought to influence, reward, offer, or promise the TPF, or any person acting for the TPF, or any Government Official, to act in breach of a duty of good faith, impartiality, or trust, or to reward you or any person acting for you or any Government Official for acting improperly, in circumstances where the recipient would be acting inappropriately by receiving a thing of value.

12.4 For the purposes of this Clause 12, the following definitions shall have the following meanings:

**"Government Official"** means an individual who is employed by or acting on behalf of a Government Agency.

**"Government Agency"** means a Governmental agency, tribunal, department or commission, or other body or organ, or any person acting on behalf of the Government, government-controlled entity, regulatory body or public international organisation.

## 13 Communications

For the purposes of notices and other communications under this MoU, the relevant contact details are:

(a) **North Mara Gold Mine Limited:**

Georgia Mutagahywa, BARRICK Country Manager  
 North Mara Gold Mine Limited  
 Tan House Tower  
 Plot No. 34/1  
 New Bagamoyo Road  
 P O Box 1081  
 Dar es Salaam  
 Tel: + [REDACTED]  
 Email: [REDACTED]

(b) **The TPF:**

[REDACTED] Commissioner of Police, for Operation and Training  
 P.O.Box 961 Dodoma -Tanzania  
 Tel : [REDACTED]  
 Email : [REDACTED]  
 c/o

Planning and Budget Department

[REDACTED]—ASP

Tel + [REDACTED]

E-mail [REDACTED]

Legal Department

Tel [REDACTED]

E-mail [REDACTED]

#### 14 Objects of this MoU

Each Party to this MoU must do all that is reasonably required to give effect to the objects of this MoU as they appear from the preamble and from its terms, and must give all such lawful directions and orders as may be necessary from time to time to give it full effect on accordance with those objects.

#### 15 Review and Authority

- (a) This MoU may be reviewed in good faith at least every year from the Effective Date or as required by circumstances. Whether or not such a review is conducted, this MoU remains in full and effect until superseded.
- (b) If there is a change in law or other circumstances requiring the terms of this MoU to be amended, the parties agree to negotiate in good faith an amendment to this MoU.

#### 16 Limitation on Liability

The Company and the Personnel will not be liable for any claim of liability regarding damage or loss to the TPF, its members, any other Government Official associated with the deployment or any third party (or in any way related to support the Company may provide to the TPF). To the extent that any third party files any type of legal claim or lawsuit seeking monetary damages alleging that acts of the TPF, its members or any other government official associated with the deployment are attributable to the Company (or Company Personnel), in whole or in part, as a result of the deployment or any support provided by the Company to the TPF, the TPF or relevant government agencies will (i) lodge a formal objection in the court or forum where the claim is made at the Company's request, (ii) otherwise reasonably assist the Company in defending that allegation, and (iii) indemnify the Company for any monetary payment the Company may make or be obligated to make, whether through a legal judgment or settlement.

#### 17 Conditions Subsequent

The Company agrees within 180 days of the Effective Date, to:

- (a) Subject to contract, execute all appropriate documents necessary to effect the transfer the legal title of the TPF barracks located at Nyamongo Police station ("**Barracks**"), to the TPF or to such other party as the TPF may nominate; and
- (b) Arrange for the construction of canteen facilities at the Barracks up to a value of TZS 96,468,160 (Tanzania Shilling Ninety six millions, four hundred sixty eight thousands and one hundred sixty).

#### 18 Effective Date

This MoU comes into effect immediately upon all Parties' having signed it.

#### 19 Termination

The Company may terminate its voluntary support at any time with a prior notice of three working days. In particular, the Company may terminate its support if it is determined to be in violation of any law applicable to the Company or that such support subjects the Company to any sanction or penalty under any such law.

**20 Governing Law and Dispute Resolution**

- 20.1 This MoU and any obligations connected with it shall be governed by and construed in accordance with the law of Tanzania.

The Parties irrevocably agree to seek amicable resolution of all disputes arising under or in connection with this MoU, or in connection with the negotiation, existence, legal validity, enforceability or termination of this MoU. To the extent the Parties cannot amicably resolve such disputes, they shall be settled by arbitration in accordance with the UNCITRAL rules and the procedure set out in clause 15.3 (*Arbitration*) of the Framework Agreement dated 24 January 2020 (as amended from time to time) between inter alios the Company and the Government.

- 20.2 The Parties consider and accept that the terms stated herein are consistent with Tanzanian law and public policy. No challenge to the validity or legality of this MoU in Tanzania by way of proceedings brought in that jurisdiction by any of the Parties, shall be deemed to suspend or in any other way affect such Party's obligations under this MoU. Provided that in the event any provision of this MoU is in anyway determined to be void or unenforceable, such provision shall be construed to be separable from the other provisions which shall retain full force and effect.
- 20.3 This MoU is prepared in the English language and shall be translated to Swahili. If there is any ambiguity between the English language version of this MoU and any translation, the terms of the English language version of this MoU shall prevail.

*[Signatures on the next page]*



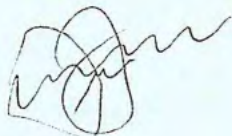
EXECUTION

IN WITNESS whereof the Parties hereto have caused this MoU to be duly executed in three original as of the date first above written.

**The Company**

Signed by

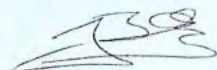
NORTH MARA GOLD MINE LIMITED



\_\_\_\_\_  
**Dr Willem Jacobs**  
Director

17 May 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
**Sebastiaan Bock**  
Director

17 May 2022

\_\_\_\_\_  
Date



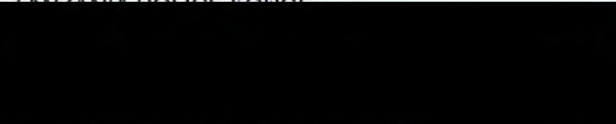
\_\_\_\_\_  
**Apolinary Lyambiko**  
General Manager

24 May 2022

\_\_\_\_\_  
Date

**The Tanzania Police Force**

Signed by

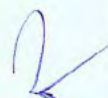
TANZANIA POLICE FORCE  
\_\_\_\_\_  


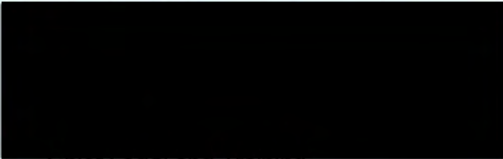
Commissioner of Police for Operations  
Authorised Signatory

24<sup>th</sup> May 2022

\_\_\_\_\_  
Date

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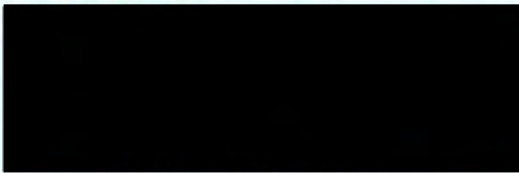




Chief Legal and Training  
Witness

24/05/2022  
Date

Acknowledged by:



Commanding Officer Mara Region

24/05/2022  
Date

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**SCHEDULE A**

**Map of the North Mara Gold Mine and Environs**

**(Mine Site boundaries in black)**

[See next page]

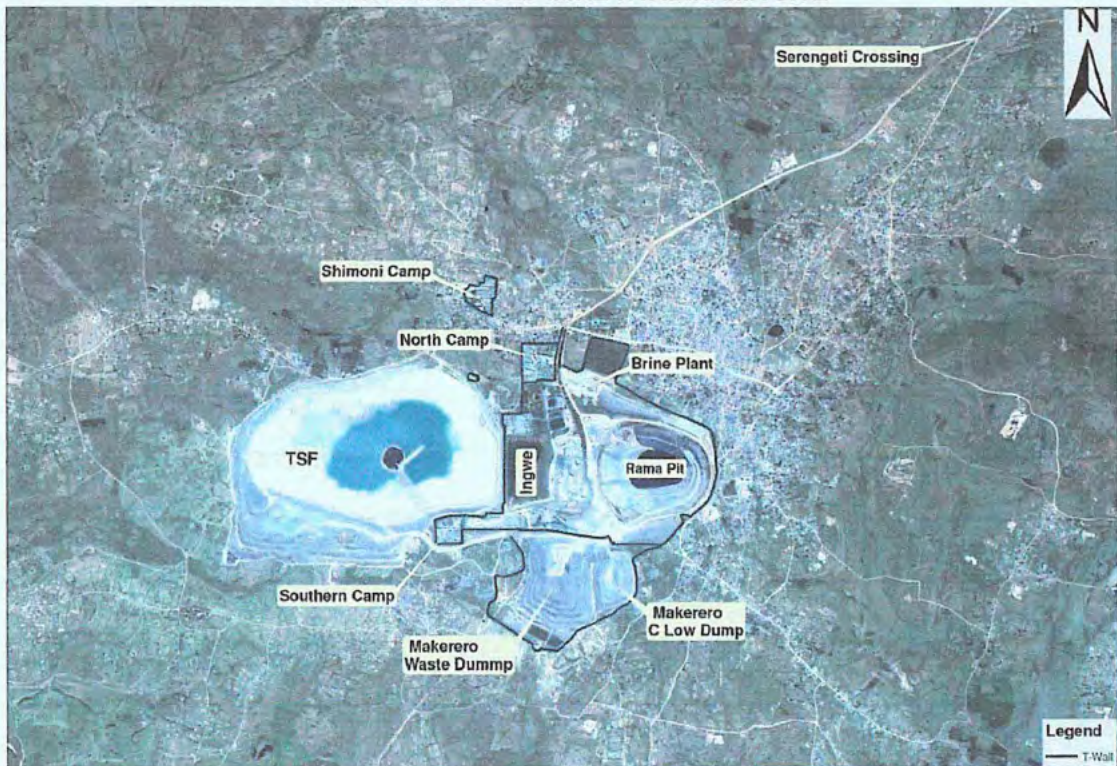
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NORTH MARA GOLD MINE-GOKONA SITE



NORTH MARA GOLD MINE-NYABIRAMA SITE



**SCHEDULE B****Voluntary Principles Training**

Any training on the Applicable Human Rights Principles, international humanitarian law, International Security and Human Rights Standards related to the use of force (e.g. the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials) will include how to implement the Security and Human Rights Standards, including the following Core Competencies: (i) an awareness of the Security and Human Rights Standards as they apply to Government Security Force personnel, including international human rights and humanitarian law and international law enforcement principles; (ii) an understanding of, in the event of any violation or abuse of human rights, the legal consequences for the particular individuals involved, the Government Security Force, and Company; (iii) knowledge of common scenarios in which violations and abuses of the law and international protocols and conventions might take place; and (iv) awareness of and an ability to apply the procedures that Government Security Force personnel should follow in order to avoid such violations and abuses, including practical steps to take in the context of security incidents, protests, or strikes on, in the vicinity of, or related to the project area. Government Security Force agrees to share information with Company upon request that demonstrates that Government Security Force personnel received the training and met the Core Competencies.

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**SCHEDULE C**  
**Voluntary Principles**

[See next page]

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**SCHEDULE D**  
**Guiding Principles**

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