INITIATIVE FOR RESPONSIBLE MINING ASSURANCE

PARTICIPATION AGREEMENT

BETWEEN

_____

("The Participant")

AND

THE INITIATIVE FOR RESPONSIBLE MINING ASSURANCE

Whereas the Initiative for Responsible Mining Assurance (Hereinafter "IRMA") is an independent not for profit organization founded in 2006 by a coalition of nongovernmental organizations, businesses purchasing minerals and metals for resale and other products, affected communities, mining companies and trade unions; and

Whereas IRMA seeks to improve the environmental and social performance of mining operations through the multi-stakeholder development of a best practices Standard for Responsible Mining (the "IRMA Mining Standard"), as well as a system to independently verify the implementation of those standards; and

Whereas The Participant has voluntarily submitted a mine site for an independent third-party assessment against the IRMA Mining Standard to be conducted by an independent audit firm (the "Audit Firm"); and

Now therefore the parties agree to the following agreement which shall govern the relationship between IRMA and The Participant during the course of the third-party, independent assessment and related or subsequent audit activities. Note, for the purpose of this agreement, the words "audit" and "assessment" are used interchangeably to mean the same thing.

APPLICATION FOR MINE SITE ASSESSMENT

1. The Participant agrees to complete and submit the IRMA Application Form for Independent Mine Assessment provided at https://responsiblemining.net/resources/#independent-3rd-party-assessment
2. The Participant agrees to pay the IRMA Audit Participation Fee, in accordance with the IRMA Administration Fee Policy provided at https://responsiblemining.net/resources/#independent-3rd-party-assessment
3. The Participant agrees to complete a self-assessment using the IRMA Mine Measure self-assessment prior to commencing a third-party, independent audit. More information about the self-assessment can be found here: https://responsiblemining.net/what-we-do/assessment/#self-assessment-audit-preparation
4. The Participant acknowledges and agrees that it has read and understood the requirements as set forth in the IRMA Mining Standard and accepts those principles are aimed at promoting best practices for responsible mining.
5. The Participant agrees to execute an agreement with an IRMA approved Audit Firm to carry out the third-party, independent mine site assessment. A list of approved Audit Firms is provided at https://responsiblemining.net/resources/#independent-3rd-party-assessment. The Participant agrees it shall be responsible for all audit costs to be agreed with the Audit Firm and reasonably incurred expenses associated with the audit conducted by the Audit Firm.
6. The Participant understands that the third-party, independent mine site assessment may include review of evidence and audit material provided by the audited facility; observations of the site, industrial processes, and activities at the site; observations of the physical nature of the surrounding area; collection of objective and subjective information from facility staff, employed and contract workers, government officials, and community members for verification purposes; preparation, review and publication of outcomes, including the publication by IRMA of an audit report summary on IRMA's website ("The Purpose"); and communications or activities that specifically relate to the assessment that might occur outside formal assessment activities.
7. The mine assessment typically covers a single mine site and its related facilities including ore processing, refining and smelting, if those facilities are co-located with the mine. The Participant is invited to contact the IRMA Secretariat to request an exception or modification to expand the scope of an assessment. The Participant agrees, however, that IRMA reserves the full right to determine the scope of the mine assessment.
8. The Participant acknowledges that it has received a copy of the IRMA Assessment Manual for Mines, provided at https://responsiblemining.net/resources/#independent-3rd-party-assessment,

which sets out the assessment process in detail, including the expectations necessary to meet and maintain IRMA achievement levels.

9. The Participant acknowledges that it has read and understood the IRMA Policy on Association, available at https://responsiblemining.net/resources/#irma-policies-and-procedures, and agrees to comply with its terms in connection with participation in the IRMA system, including the assessment process. The Policy on Association establishes how IRMA may assess and respond to the Participant's involvement in, or close association with, activities that conflict with IRMA's mission, as outlined in the Policy on Association.

COMMUNICATIONS AND CLAIMS REGARDING THE MINE ASSESSMENT

10. The Participant agrees that upon commencement of the independent, third-party audit by the Audit Firm, IRMA is entitled to publish a public notice announcing that the participating mine site is being audited so that mine stakeholders are aware of the audit and have the opportunity to participate in the assessment process.

11. The Participant agrees that the public notice may reference a general description of the scope of the assessment including the name of the site, the name of the operating company, the name of the parent company (if relevant), materials mined, a list of operations and facilities to be assessed and the proposed chapters from the IRMA Mining Standard to be included or excluded in the scope of the assessment.

12. The Participant agrees that the mine site location and the name of the mine site, the name of the operating company, the name of the parent company (if relevant), the materials mined, and contact information may be published on the IRMA website concurrent with the public notice announcing the initial mine site assessment. The Participant also agrees that the mine's profile on the IRMA website may be updated by IRMA with information regarding the status of current and future mine site assessments and a downloadable version of the most recent public summary audit report.

13. The Participant agrees that, at all times, it shall comply with the IRMA Communications and Claims Policy. The Participant also agrees to provide advance drafts to the IRMA Secretariat of any press releases announcing the assessment or announcing the successful completion of the assessment, to ensure that any claims are accurate prior to publishing the press release.

14. The Participant recognizes that the IRMA Logo and all IRMA Trust Marks remain the property of IRMA and may not be used except in accordance with the IRMA Communications and Claims Policy.

15. IRMA recognises that it has no rights to use any logos or trademarks of the Participant or any of its affiliated entities ("Participant Marks") without the prior written consent of the Participant, and that any such Participant Marks remain the property of the Participant or its relevant affiliate(s).

PARTICIPATION AND ACCESS TO INFORMATION DURING THE ASSESSMENT

16. The Participant agrees that in order to ensure the quality of the audit, the IRMA Director of Standards and Assurance, Assurance Services International (ASI), or a separate internationally-recognized, assurance body approved by IRMA which has comparable independence and level of conduct as Assurance Services International approved by IRMA shall have the right to carry out assurance oversight activities and shall, upon request, be granted permission to review documentation, records, evidence, stakeholder input and other sources taken into account and produced during the audit process, including the draft audit report. Further, the Participant agrees that either (i) the IRMA Assurance Director or designated representative, (ii) Assurance Services International or (iii) a separate, internationally-recognized assurance body approved by IRMA which has the same degree of independence and level of conduct as Assurance Services International, to carry out assurance oversight activities (a "third party provider"), may, with reasonably provided written permission of the Participant, have access to relevant facilities and equipment location(s), to the extent reasonably necessary for the purpose of observing the audit conducted by the Audit Firm. IRMA requires all persons supporting the assurance process on behalf of IRMA to agree to maintain confidentiality and abide by IRMA's conflict-of-interest procedures. IRMA acknowledges and agrees that any third party provider shall be bound by written confidentiality obligations no less stringent than those contained in this Agreement.

17. The Participant acknowledges that if a complaint is received regarding the performance of an IRMA-approved Audit Firm (including from the Participant), that an Assurance Committee (or equivalent independent body) consisting of members approved by the IRMA Board of Directors shall review the complaint. The Assurance Committee shall act independently, fairly and without conflict of interest in respect of the complaint, the Participant or the Audit Firm. The Assurance Committee shall have access to review documentation, records, evidence, stakeholder input and other sources considered and produced during the audit process, including relevant sections of the draft audit report. IRMA agrees that IRMA Assurance Committee members shall sign a confidentiality and non-disclosure agreement and a conflict-of-interest declaration.

18. The Participant agrees to abide by, or conduct themselves consistent with the principles of, IRMA's issues resolution procedure in response to a complaint filed with IRMA involving the mine site and its participation in the IRMA assurance process.

19. The Participant acknowledges that during the audit, the audit team of the Audit Firm is required, by IRMA, to carry out interviews with mine site staff, mine workers, contractors (if relevant), and mine site stakeholders for the purpose of conducting the audit.

20. For worker and contractor interviews (if relevant), the Participant agrees to:

a. Upon request and as allowed by governing law, the applicable law in the jurisdiction of, or governing, the mine site and any relevant agreements with the workers or contractors (or any body, organization or legal entity representing workers or contractors), provide auditors with a list of workers' names and job classifications, including workers employed by contractors (if relevant), to enable them to develop a sampling of workers to interview. Disclosure of any such worker information may occur during the on-site portion of the audit.

b. Permit, but not to require or force, workers to participate in those interviews.

c. Permit interviews to take place without the Participant (or any company representatives, including site management and contractors) present unless the Participant is required by applicable law, regulation safeguarding or contractual obligations to provide a chaperone or legal representative, in which case the Participant will be entitled to comply with the requirement and IRMA, to the extent applicable, will cooperate with such requirements.

d. Neither threaten retribution for participation in interviews, nor coerce, coach or incentivize workers to provide particular responses to audit questions.

21. For stakeholder interviews, the Participant agrees to:

    a. Upon request, provide auditors with a list of stakeholders with whom the mine has been in contact except for those stakeholders who have expressly requested to remain anonymous, or where prohibited by applicable law in the jurisdiction of, or governing, the mine site or any applicable agreements.

    b. Permit stakeholder interviews to take place without the Participant (or any company representatives, including site management) present, regardless of whether stakeholders were identified by the Participant or identified independently by the Audit Firm unless the Participant is required by applicable law, regulation safeguarding or contractual obligations to provide a chaperone or legal representative, in which case the Participant will be entitled to comply with the requirement and IRMA, to the extent applicable, will comply with such requirements.

    c. Neither threaten retribution for participation (or non-participation) in interviews, nor coerce, coach or incentivize any stakeholders to provide particular responses to audit questions.

22. For the purpose of this section 22, "Confidential Information" means all information or material produced, exchanged or otherwise derived during the audit and the Participant's participation in the IRMA assurance process, whether prior, on or after the date of this Agreement, which contains trade secrets, competitively sensitive, commercial and/or financial information, including, but not limited to, the examples set forth in IRMA's Confidentiality

Policy, or is otherwise claimed as confidential by the Participant to IRMA personnel, agents or representatives during the course of the audit (but for avoidance of doubt, does not include personnel, agents or representatives of an Audit Firm or Assurance Services International who shall remain the responsibility of such parties respectively). With respect to all Confidential Information, both IRMA and the Participant shall (i) follow all applicable domestic data protection and privacy regulations relevant to the mine site's jurisdiction and (ii) protect and keep all Confidential Information confidential, as more fully described in sub-section (c) below. Both parties acknowledge that for the Purpose, they may have direct or incidental access to or otherwise discern Confidential Information from the other party during the audit process.

a. For the purpose of this document, Confidential Information does not include information: (i) from the time it becomes available in the public domain through no breach of the terms of this document or other duty of confidence, including the permitted disclosure of the audit summary as set out in sub-section (c); (ii) already known by the recipient of the information prior to disclosure under this document except where that disclosure occurred as a result of a breach of confidence; or (iii) if the recipient can reasonably demonstrate with tangible documentary evidence that it was independently developed by the recipient. In addition, the existence of this document are not considered to be confidential information.

b. The obligations in this section apply to all methods of disclosure of Confidential Information , including but not limited to writing, computer software, oral representations, demonstrations, or other means.

c. Each party agrees to: (i) protect and keep the Confidential Information of the other party confidential and secure using the degree of care used to protect its own confidential information, but never less than a reasonable degree of care; (ii) only disclose the Information of the other party to its employees, contractors, affiliates, and advisors, including the mentioned audit team, in each case, who require access to the information to carry out the Purpose, provided that it provides the other party with prior written notice of the need to disclose and the Confidential Information it proposes to disclose; (iii) comply with the reasonable directions of the other party and any applicable laws regarding the treatment of its information (including security and privacy requirements as required by law); and (iv) only use the Confidential Information of the other party for the Purpose.

d. Each party is responsible for ensuring that any employee, contractor, advisor, or other third party to which they disclose any Confidential Information of the other party is aware of the need to maintain that Information's confidentiality and subject to confidentiality obligations no less stringent than the terms of this agreement.

e. Despite sub-section (b), a party may disclose the Confidential Information of the other to the extent they are compelled to do so by law or the rules of any recognised securities exchange provided that it reasonably endeavours to do so in confidence, limits the disclosure to what is legally necessary and provides the other party, to the extent permitted by applicable law, prior written notice of the circumstances of required disclosure and of the Confidential Information it proposes to disclose, and opportunity to take any steps available to it requested by the other party to protect the confidentiality of the Information.

f. This document applies to the Confidential Information of any related body corporate, employee, contractor or other party related to the party disclosing information. Each party holds the benefit of this document in trust for its related parties and, without limiting the independent rights of those related parties, each party agrees that the other party may enforce this agreement in respect of that information as if that information was that party's own information.

g. Any waiver of confidentiality provisions must be in writing signed by the disclosing party. A failure or delay in exercise or partial exercise of a confidentiality provision will not result in a waiver of that provision.

h. Both parties acknowledge that any breach of this confidentiality provision may cause injury to the damaged party for which monetary damages would be an inadequate remedy and that in addition to remedies at law, the damaged party is entitled to equitable relief as a remedy for any such breach.

i. Agreements with Audit Firms contracted for the Purpose of IRMA assessments may not limit the sharing of information by the site with the Audit Firm to less than that required by IRMA policies and procedures or this agreement. The Participant shall endeavour to ensure that any conditions related to confidentiality agreed or applicable to the Audit Firm will not contradict IRMA's Confidentiality Policy.

23. The Participant agrees to comply with the General Data Protection Regulation (GDPR) with respect to personal information in accordance with the Joint Data Processing Addendum attached hereto as "Addendum A."

THE AUDIT REPORT

24. The Participant agrees that the Audit Firm shall be required to develop a draft audit report in accordance with the requirements of the IRMA assurance process, which shall contain, at a minimum, information about the mine site, information on the number and types of interviews conducted by the auditors (the names of workers and individual community stakeholders interviewed

will be withheld), the draft ratings on each relevant requirement and a narrative from the auditors to support the findings. The draft audit report shall also contain the draft scores for each relevant chapter and the four principles in the IRMA Mining Standard and any proposed achievement level.

25. IRMA agrees that the draft audit report shall be sent to the Participant for review and comment. The Participant shall have 30 calendar days to comment, identify any factual errors or omissions, or query, in good faith, the ratings and results set out in the draft audit report. In accordance with the IRMA Assessment Manual for Mines, following the initial IRMA audit, the Participant may choose to publicly release their results immediately, or may take up to 12 months to take corrective action before an achievement level decision is made and the audit results are publicly released.

PUBLIC RELEASE OF THE AUDIT RESULTS

26. Once the Participant and IRMA are satisfied that the audit process is concluded, the Participant agrees that IRMA shall be entitled to publish an audit report summary, which shall include the the Participant's business information as summarized in section 24, but will exclude any confidential or competitively sensitive information. The names of key mine site management staff interviewed as part of the audit process will only be included with written permission of the Participant and (where applicable) the relevant individuals. IRMA shall provide a draft copy of the public summary audit report to the Participant, and the Participant shall have five (5) business days to request that any confidential information be redacted prior to the public release of the public summary audit report. IRMA shall subsequently post the public audit report summary on the IRMA website, having considered in good faith any submissions of the Participant and taken those into account insofar as is reasonably possible or practicable, having regard to the IRMA assurance process. The Participant agrees to support a reasonable distribution of the report, including in the local language applicable to the mine site, to accommodate stakeholders that do not have sufficient access to the internet.

27. In addition to IRMA's right to publish, the Participant may choose to publish the full audit report or distribute the full audit report to stakeholders if it so wishes, provided that it complies with the IRMA Communications and Claims Policy.

TERMINATION OF THIS AGREEMENT

28. Either party may terminate this Agreement subject to the following conditions:

    a. The Participant may terminate this Agreement by providing at least sixty (60) days' prior written notice to the IRMA Assurance Director. Such notice must be received no later than sixty (60) days prior to the scheduled commencement of onsite audit activities for an initial, surveillance, or renewal audit, acknowledging that engagement in an

IRMA audit involves significant coordination and resourcing commitments from multiple stakeholders.

b. Termination by IRMA:

   i. The Participant uses the IRMA Logo or IRMA Trust Marks in a false, inaccurate, misleading or inappropriate manner, including text-based claims based on IRMA Trust Marks or Logos, or otherwise violates the IRMA Communications and Claims Policy.

   ii. The Participant chooses not to allow IRMA to publish the results of the audit report for any reason.

   iii. The Participant otherwise withdraws from the IRMA Program.

   iv. The Participant or its agents or employees have been found to have engaged in any reprisals against any workers, community members or other stakeholders for having participated in the audit process.

   v. The Participant has materially interfered with the auditors' ability to complete the audit according to IRMA procedures and related agreements, or is found to have intentionally provided false or misleading information.

   vi. The site has been excluded from IRMA participation by the IRMA Board of Directors under the IRMA Policy on Association.

29. Prior to the termination of this agreement under paragraph 28(b) above, the Participant shall be given the opportunity to take corrective action in accordance with section 4 of the IRMA Communications and Claims Policy.

30. Prior to the termination of this agreement under paragraph 28(b)(iv) above, any allegations of reprisals will be investigated by an Ad Hoc Resolution Committee as per section 4.8 of IRMA's Issues Resolution System Procedure provided at https://responsiblemining.net/resources/#irma-policies-and-procedures. That Committee may recommend corrective action or the termination of this agreement.

31. If this Participation Agreement is terminated or the Participant otherwise withdraws from the IRMA Program, the Participant may no longer claim that the mine site is an IRMA achieving mine or is participating in the IRMA process. References to the Participant with respect to participation or audit status will be updated on IRMA's website, and the Participant will be required to comply with IRMA's Communications and Claims Policy. In cases where the Participant terminates this Agreement after the commencement of an audit but prior to its completion, IRMA reserves the right to publish a notice on its website indicating that the audit was terminated prior to completion. The Participant hereby expressly consents to said publication and waives any claims for damages arising therefrom. Further, IRMA shall not be responsible for, nor shall IRMA refund any costs incurred by the Participant in connection to its membership in IRMA or the audit process, including the independent

assessment fee or any audit costs. If the Participant wishes to re-enter the IRMA third party audit process, the Participant will be required to submit a new application, if allowed by the Ad Hoc Resolution Committee and in accordance with stipulations or other instructions. IRMA shall not publish any audit report not already publicly available.

IRMA RESPONSIBILITIES

32. IRMA represents and undertakes that:
    a. It complies with all relevant laws and regulations applicable to it and the assessment process in carrying out the IRMA assurance process
    b. IRMA and its employees, directors, and third party service providers will comply with IRMA's current code of conduct and the policies, procedures adopted by its Board and controls, which code includes, but is not limited to, managing conflicts of interest, establishing the independence of IRMA in the assessment process, and ensuring IRMA and its employees, directors and third party service providers are in compliance with applicable sanctions and compliance laws, including anti-bribery and corruption, antitrust and anti-discrimination in the carrying out of the IRMA Mining Standard and this Agreement;
    c. It is a 501(c)(3) properly organized and existing under the laws of the state of Washington.
    d. Is not a sanctioned entity, that it does not engage in any activity that can reasonably expected to result in it becoming a sanctioned entity, and that it does not deal directly or indirectly with any sanctioned entity;
    e. Has adopted and maintains policies and procedures governing the performance of its employees and all persons engaged in the assessment process, which include, at a minimum, standards covering conflict of interest and elimination of bias and undue influence from the IRMA Mining Standard and assessment.

TRANSFER OF OWNERSHIP

33. In the event that the operations, business or assets associated with the Participant is/are subject to a change in ownership or control, wholly or in part, IRMA requests that the Participant notify IRMA of the change in ownership or control within 60 days of the effective date of the change and that, should the Participant and its new owner wish to continue, a new participation agreement be signed between the parties. Failure to notify IRMA of a change of ownership could result in termination of this agreement by IRMA at its sole discretion.

LIABILITY AND JURISDICTION

34. The Participant agrees that IRMA shall not, as a result of the Participant's participation in the IRMA Program, incur any direct liability connected to the

mine site, the mine assessment process, or participant management decisions. Further, The Participant agrees to indemnify IRMA and hold IRMA harmless from and against any liabilities, damages, claims, personal injury or property loss, lost revenue or reputational damage, investigations, actions, costs, and expenses (including reasonable attorney's fees) arising from any claim that may be made against IRMA by a third party ("Third Party Losses") directly in connection with the mine site. Participant shall not be obligated to indemnify IRMA for any Third Party Losses caused by IRMA's gross negligence, wilful misconduct, fraud or arising from any breach of this Agreement by IRMA. IRMA shall promptly notify the Participant of any claims that may result in Third Party Losses for which indemnification may sought and shall (i) use reasonable endeavours to mitigate any Third Party Losses within the control of IRMA and for which indemnification is sought from the Participant and (ii) follow any reasonable directions of the Participant in defending any claims and shall not agree to settle any claims for Third Party Losses for which indemnification may be sought from the Participant without the Participant's prior written consent (not to be unreasonably withheld or delayed).

35. In no event will either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special, or punitive damages. Nothing in the preceding sentence will prevent the ability of the Audit Firm to pursue collections from the Participant in the event of non-payment of invoices. This mutual Limitation of Liability does not limit the obligations and liability between the Audit Firm and Participant.

36. The Participant shall ensure that it takes out and maintains such types and amounts of liability insurance to cover liabilities related to its business activities as is normal and customary in the mining industry generally and shall, upon reasonable request, provide to IRMA evidence of such insurance coverage.

37. This agreement shall be governed by and construed in accordance with the laws of the State of New York in the United States, and any claims brought under, relating to or in otherwise in connection with this agreement shall be brought, heard and determined exclusively in a federal court of competent jurisdiction in the State of New York sitting in the Borough of Manhattan of the City of New York provided, however, that if such federal court does not have jurisdiction over such claim, such claim shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of the City of New York. The parties hereto hereby irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement may not be enforced in or by any of the above courts. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LIABILITY DIRECTLY

OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS.

COUNTERPARTS

38. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

THIRD PARTY RIGHTS

39. This Agreement is for the sole benefit of the signing parties and nothing herein, expressed or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

RELATIONSHIP OF THE PARTIES

40. Nothing in this Agreement shall create or imply an agency, partnership or joint venture between the Parties. No Party shall act or describe itself as the agent of the other Party nor shall either Party have or represent that it has any authority to make commitments on behalf of the other Party.

ASSIGNMENT AND SUBCONTRACTING

41. No Party shall, without the prior written consent of the other Party, assign, sub-contract or otherwise deal with this Agreement or any rights and obligations under this Agreement.

SEVERABILITY

42. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

DELAYS OR OMISSIONS

43. No delay or omission to exercise any right, power, or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or non-defaulting Party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or

default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

SURVIVAL

42. Sections 22, 31, 33, 34, 35, and 37 herein survive the conclusion, cancellation, termination or expiration of this Agreement.

ENTIRE AGREEMENT AND AMENDMENTS

43. This Agreement (including any Appendices, Exhibits, or referenced documents hereto) constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly cancelled.

44. The Parties acknowledge that in entering into this Agreement they do not rely on any statement, representation (including any negligent misrepresentation but excluding any fraudulent misrepresentation), warranty, course of dealing, custom or understanding except for the warranties expressly set out in this Agreement and the related documents linked and referenced by this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing PARTICIPATION AGREEMENT, understand it, and agree to the terms.

Participant	**IRMA**
Name Title	Name Title
Organization	Organization
Signature	Signature
Date	Date

LIST OF REFERENCED DOCUMENTS AND LINKS

Document Name	**Link to Document Location**
Application Form for Independent Mine Assessment	https://responsiblemining.net/resources/#independent-3rd-party-assessment
Administration Fee Policy	https://responsiblemining.net/resources/#independent-3rd-party-assessment
Assessment Manual for Mines	https://responsiblemining.net/resources/#independent-3rd-party-assessment

Communications and Claims Policy	https://responsiblemining.net/resources/#irma-policies-and-procedures
Issues Resolution System Procedure	https://responsiblemining.net/resources/#irma-policies-and-procedures
Policy on Association	https://responsiblemining.net/resources/#irma-policies-and-procedures

Please note that document titles, versions, and links may be updated over time; refer to the IRMA website for the most current versions.

Annex A: JOINT DATA PROCESSING AGREEMENT

This Joint Data Processing Agreement ("Agreement") is an Addendum

to the Attached _____

Initiative for Responsible Mining Assurance (IRMA)

100 N Howard St #6713
Spokane Washington 99201
United States

-hereinafter 'IRMA'-

And

_____

_____

_____

-hereinafter 'Participant'

(IRMA AND Participant) (together as the **"Parties"**)

WHEREAS:

- Both IRMA and the Participant may Control and Process Data.
- IRMA has entered into a contract with _____, as outlined in the attached _____ Agreement ("Principal Agreement"), which may imply the controlling and/or processing of Personal Data, either from IRMA as the Controller to the Participant or from an IRMA participating Member to IRMA or the Participant or from the Participant to IRMA as the Processor.
- The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1. Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1. "Agreement" means this Joint Data Processing Addendum and all Schedules;

1.1.2. “Applicable Laws” means all applicable statutory laws of any applicable jurisdiction (including any legislation, statute, code, regulation, or subordinate legislation).

1.1.3. "Personal Data" means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is personal data. This information can be maintained in either paper, electronic or other media;

1.1.4. "Processor" means the Recipient of the Personal Data;

1.1.5. "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.6. "EEA" means the European Economic Area;

1.1.7. "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.8. "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.9. "Data Transfer" means:

1.1.9.1. a transfer of Personal Data from IRMA or its participating Member to the Participant or from the Participant to IRMA; or

1.1.9.2. an onward transfer of Personal Data from the Processor to a Subprocessor, or between two establishments of a Processor;

1.1.9.3. in each case, where such transfer would not be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.10. "Services" means the activities in the Attached Principal Agreement;

1.1.11. "Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of IRMA and the Participant or independent audit firm in connection with the Agreement;

1.1.12. The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of all Personal Data

2.1. The Processor shall comply with all applicable Data Protection Laws in the Processing of Personal Data, and shall only use the Personal Data for its intended purpose.

2.2. Subject to the terms of this Agreement, the Controller allows the Processor to process Personal Data disclosed to the Processor as may be required or considered necessary for the purposes of the Services.

2.3. Processor Personnel: the Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. The Processor and the Controller shall also comply with IRMA's Privacy Policy, see: https://responsiblemining.net/resources/#irma-policies-and-procedures

3. Security

3.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall in relation to the Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.2. In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach Subprocessing.

3.3. The Processor shall not appoint (or disclose any Personal Data to) any Subprocessor unless required or authorized by the Controller.

4. Data Subject Rights

4.1. Taking into account the nature of the Processing, the Processor shall assist the Controller by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of its obligations, as reasonably understood by Controller, to respond to requests to exercise Data Subject rights under the Data Protection Laws;

4.2. The Processor shall:

4.2.1. promptly notify Controller if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

4.2.2. ensure that it does not respond to that request except on the documented instructions of Controller or as required by Applicable Laws to which the Processor is subject, in which case the Processor shall to the extent permitted by Applicable Laws inform Controller of that legal requirement before the Contracted Processor responds to the request.

5. Personal Data Breach

5.1. The Processor shall notify Controller without undue delay upon the Processor becoming aware of a Personal Data Breach affecting Personal Data, providing the Controller with sufficient information to allow the Controller to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

5.2. The Processor shall co-operate with the Controller and take reasonable commercial steps as directed by the Controller to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

6. Data Protection Impact Assessment and Prior Consultation

6.1. The Processor shall provide reasonable assistance to the Controller with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Controller reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Controller Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted

Processors.

7. Deletion or Return of Personal Data

7.1. Subject to this section 7, the Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Personal Data.

7.2. The Processor shall provide written certification to Controller that it has fully complied with this section within 7 to 10 business days of the Cessation Date.

7.3. The provisions of clauses 7.1 and 7.2 do not apply to Personal Data that cannot reasonably be destroyed due to it being saved to electronic mail back-up records, back-up servers or any similar automated record keeping retention system, provided that the provisions of this Agreement shall continue to apply to any such retained Personal Data for as long as it is being retained.

8. Audit Rights

8.1. Subject to this section 10, the Processor shall make available to the Controller on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Controller or an auditor mandated by the Controller in relation to the Processing of the Controller Personal Data by the Contracted Processors.

8.2. Information and audit rights of the Controller only arise under section 8.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

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9. Joint Data Processing Agreement Terms and Conditions

Terms and conditions contained in the Participation Agreement are incorporated herein as if set forth in full.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

Participant	**IRMA**
Name Title	Name Title
Organization	Organization
Signature	Signature
Date	Date