



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 indicated a desire to submit a mine site for an independent third-party assessment against the IRMA Mining Standard to be conducted by an external auditing firm (the "Certification Body"); 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 Certification Fee in accordance with the IRMA Certification 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.
4. The Participant agrees to execute an agreement with an IRMA approved Certification Body to carry out the third-party, independent mine site assessment. A list of approved Certification Bodies is provided at <https://responsiblemining.net/resources/#independent-3rd-party-assessment>. The Participant agrees it shall be responsible for all audit costs and reasonably incurred expenses associated with the audit conducted by the Certification Body.
5. 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 and certification purposes; preparation, review and publication of outcomes (“The Purpose”); and communications or activities that specifically relate to the assessment that might occur outside formal assessment activities.
6. 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. Participants are 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.
7. 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 and certification.

COMMUNICATIONS AND CLAIMS REGARDING THE MINE ASSESSMENT

8. The Participant agrees that upon commencement of the independent, third-party audit by the Certification Body, IRMA shall 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.

9. The Participant agrees that the public notice shall contain 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.
10. 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 shall 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 shall 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.
11. The Participant agrees that, at all times, it shall comply with the IRMA Communications and Claims Policy, provided as <https://responsiblemining.net/resources/#irma-policies-and-procedures> to this Agreement. Without limiting the generality of the foregoing, The Participant will abide by the policies concerning the use of the IRMA Logo, IRMA Trust Marks, and the [Communications and Claims Policy](#) regarding IRMA-achieving mines. 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.
12. 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](#).
13. 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. The Participant grants IRMA permission to use its Participant Marks on the IRMA website to describe the mines under assessment or assessment activities, or to recognize membership.

PARTICIPATION AND ACCESS TO INFORMATION DURING THE ASSESSMENT

14. The Participant agrees that in order to ensure the quality of the audit, the IRMA Director of Standards and Assurance or a separate body approved by IRMA to carry out assurance oversight activities shall, upon request, be granted permission to review documentation, records, evidence, stakeholder input and other sources taken into account and produced during the audit and

certification process, including the draft audit report. Further, The Participant agrees that the IRMA Director of Standards and Assurance or a separate body approved by IRMA to carry out assurance oversight activities, 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 Certification Body. 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.

15. 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 involving the site and its participation in the IRMA process.
16. The Participant agrees that during the audit, the audit team 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.
17. For worker and contractor interviews (if relevant), The Participant agrees to:
 - a. Upon request and as allowed by governing law, 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 worker information may occur during the on-site portion of the audit.
 - b. Permit, but not 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.
 - d. Neither threaten retribution for participation in interviews, nor coerce, coach or incentivize workers to provide particular responses to audit questions.
18. 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.
 - 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 Certification Body.
 - 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.
19. With respect to all information produced during the audit, both IRMA and the Participant shall follow all applicable domestic data protection and privacy regulations relevant to the site's jurisdiction and protect information as

confidential, as described 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. Neither party is expected to release information that is culturally inappropriate, compromises the safety or place of any individual or that is confidential employee information, politically sensitive, or legitimate confidential business information. The Glossary of Terms contained in the IRMA Standard defines “confidential business information” shared for the Purpose of an IRMA assessment as material that contains trade secrets or commercial or financial information AND that has been claimed as confidential by its source. Secret information is defined as information, as a body or in the precise configuration and assembly of its components, not generally known among or readily accessible to persons within the fields that normally deal with the type of information in question; it must have commercial value because it is secret; and it must have been subject to reasonable steps under the circumstances by the person lawfully in control of the information to keep it secret. If certain information is withheld for the Purpose for confidential reasons, justification shall be provided for why information is omitted; and if a part of a document is confidential, only that confidential part shall be redacted, allowing for the release of non-confidential information. Claims of confidentiality shall not materially inhibit the outcome of the audit.
- b. For the purpose of this document, information is not considered confidential: (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; (ii) if it was 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 and terms of this document are not considered to be confidential information.
- c. 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.
- d. 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 who require access to the information for the Purpose; (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.
- e. 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.
 - f. Despite clause (c), 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 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.
 - g. 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.
 - h. This clause will remain in force until the confidential information is no longer confidential as defined in 19(a) and 19(b).
 - i. 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.
 - j. 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.
 - k. Agreements with certification bodies contracted for the Purpose of IRMA assessments may not limit the sharing of information by the site with the certification body to less than that required by IRMA policies and procedures or this agreement. In the event that conditions related to confidentiality contradict, those contained in IRMA policies and procedures and IRMA's participation agreement will supersede those between the certification body and the participant.

THE AUDIT REPORT

20. The Participant agrees that the Certification Body shall develop a draft audit report, 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 stakeholders interviewed will be withheld), ratings on each relevant requirement and a narrative from the auditors to support the findings. The draft audit report shall also contain scores for each relevant

chapter and the four principles in the IRMA Mining Standard and any proposed achievement level.

21. IRMA agrees that the draft audit report shall be sent to The Participant for review. The Participant shall have 30 calendar days to point out any factual errors in the 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 a certification decision is made and audit results are publicly released.

PUBLIC RELEASE OF THE AUDIT RESULTS

22. Once the parties are satisfied that the audit process is concluded, The Participant agrees that IRMA shall publish an audit report summary, which shall include the minimum possible amount of confidential business information as defined in clause 19 above. 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. IRMA shall provide a 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. The Participant agrees to support a reasonable distribution of the report, in the local language, to accommodate stakeholders that do not have sufficient access to the internet.
23. The Participant may 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

24. IRMA or the Participant each retains the right to terminate this agreement with 60 days' notice in the following circumstances:
 - a. 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](#).
 - b. The Participant chooses not to allow IRMA to publish the results of the audit report.
 - c. The Participant otherwise withdraws from the IRMA Program.
 - d. 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.

- e. 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.
 - f. The site has been excluded from IRMA participation by the IRMA Board of Directors under the IRMA Policy on Association.
25. Prior to the termination of this agreement under paragraph 24(a) above, The Participant shall be given the opportunity to take corrective action in accordance with section 4 of the IRMA [Communications and Claims Policy](#).
26. Prior to the termination of this agreement under paragraph 24(d) 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.
27. 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](#). 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 certification 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 reserves the right to provide an explanation for withdrawal from the IRMA Program.

TRANSFER OF OWNERSHIP

28. 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

29. The Participant agrees that its participation in the IRMA Program shall not cause IRMA to incur any liability connected to the mine site, the mine assessment process, participant management decisions, or the audit results. 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 in connection with the mine site, The Participant, or The Participant's participation in the IRMA program. This indemnification extends to claims by owning companies, parent companies, partnerships, associated joint venture parties, or other parties claiming connection through the Participant.

30. 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 Certification Body 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 Certification Body and Participant.
31. This agreement shall be governed by the laws of the State of New York in the United States, and any claims brought under this agreement shall be brought in a federal or state court of competent jurisdiction in the State of Washington.

COUNTERPARTS

32. 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

33. 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

34. 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

35. 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

36. 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

37. 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.

ENTIRE AGREEMENT AND AMENDMENTS

38. 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.

39. 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.

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, Position

Aimee Boulanger, Executive
Director

Name, Position

Name of Organization

Initiative for Responsible Mining
Assurance

Name of Organization

Signature

Signature

Date

Date

LIST OF REFERENCED DOCUMENTS AND LINKS

Document Name	Link to Document Location
IRMA Application Form for Independent Mine Assessment	https://responsiblemining.net/resources/#independent-3rd-party-assessment
IRMA Certification Fee Policy	https://responsiblemining.net/resources/#independent-3rd-party-assessment
IRMA Assessment Manual for Mines	https://responsiblemining.net/resources/#independent-3rd-party-assessment
Communications and Claims Policy	https://responsiblemining.net/resources/#irma-policies-and-procedures
IRMA Issues Resolution System Procedure	https://responsiblemining.net/resources/#irma-policies-and-procedures