



(1) IRMA - Initiative for Responsible Mining Assurance

- and -

(2) _____

Independent Audit Firm Agreement for the IRMA Assurance Program

Table of Contents

1. Preamble.....	3
1. Definitions & Interpretations	4
2. Relationship with the OB.....	4
3. Obligations of the Audit Firm.....	4
4. Fees and Payment Schedule.....	7
5. Publications and Announcements	7
6. Reference to IRMA achievement and use of marks.....	7
7. Insurance & Limitation of Liabilities.....	7
8. Data Protection (Personal Data).....	8
9. Sanctions.....	8
10. Term, Termination of the Agreement & Consequences of Termination	9
11. Representation, Assignment and Outsourcing/Subcontracting.....	10
12. Confidentiality.....	10
13. Waiver.....	12
14. Force Majeure	13
15. Severability.....	13
16. Jurisdiction, Law, ADR.....	13
17. Counterparts.....	14
18. Miscellaneous.....	14
19. Signatures	15
1. Definitions and Interpretation.....	16
2. Processing of all Personal Data.....	17
3. Security	18
4. Data Subject Rights.....	18
5. Personal Data Breach.....	18
6. Deletion or Return of Personal Data	19
7. Audit Rights.....	19
8. Data Transfer	19
9. Joint Data Processing Agreement Terms and Conditions.....	19

This Agreement (the **Agreement**) shall become effective on _____
(the **'Effective Date'**).

By and between

- (1) Initiative for Responsible Mining Assurance (IRMA),
113 Cherry St, #74985
Seattle WA 98104
United States of America

-hereinafter 'IRMA'-

and

- (2) _____

-hereinafter 'audit firm'-

1. Preamble

Whereas, 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 labor unions.

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

Whereas, the **audit firm** is carrying out or intends to carry out assessment activities according to the IRMA Mining Standard and the IRMA Assurance Program. The purpose of this Agreement is to ensure that the audit firm complies with the IRMA assurance program in auditing against the IRMA Standard, normative documents and guidance, and that the reputation and credibility of IRMA is not damaged in any way.

Whereas, the audit firm understands that the provision of independent assessment activities as presented in the IRMA Assurance Program requires IRMA approval.

Whereas, the term audit firm is used to refer to an independent audit firm that is applying for or has received approval from IRMA to conduct independent, third-party audits to the IRMA Mining Standard in accordance with the IRMA Assurance Program and other relevant IRMA policies and procedures. The term audit firm as it is used in this document is meant to mean the same as other IRMA-related documents where Certification Body or Conformity Body or CB are used.

Now therefore, in view of the Preamble, the Parties agree as follows:

1. Definitions & Interpretations

Throughout this Agreement, the terms set forth below shall have the meaning specified in this Section 1.

1.1. Definitions

For the purposes of this Agreement, the terms and definitions given in the IRMA Standard, [IRMA Glossary of Terms](#) and IRMA Oversight Procedure apply.

1.2. Interpretations

1.2.1. In the event and to the extent only of any conflict between the sections in this Agreement and the IRMA Certification Body Requirements, IRMA Standards, policies, procedures, normative documents and guidance documents (collectively referred to as the **'IRMA Assurance Program'**), this Agreement shall prevail.

1.2.2. IRMA and the audit firm each are 'Party' and collectively 'Parties'.

1.2.3. The paragraph headings are for convenience only and shall be of no effect for the purpose of interpreting the terms and provisions of this Agreement.

1.2.4. Except where the context requires otherwise the singular includes the plural and vice versa. A reference to one gender includes all genders and words denoting persons include associations, organization, firms and corporations and vice versa.

2. Relationship with the OB

2.1. IRMA reserves the right to appoint a Third Party Oversight Body (hereinafter 'OB') to support review of the audit firm's conformity to the IRMA Assurance Program and OB requirements.

3. Obligations of the Audit Firm

3.1. The audit firm (applicant and/or approved) is obliged to continually fulfill the IRMA Assurance Program and to provide evidence of such fulfillment.

3.2. If IRMA appoints the OB to conduct assessments on its behalf, the audit firm is obliged to continually fulfill the OB requirements and to provide evidence of such fulfillment.

3.3. The audit firm acknowledges and agrees that IRMA has sole discretion on whether to approve applicants, and IRMA's approval of the audit firm as an applicant does not guarantee audit firm will have the opportunities to perform an IRMA assessment.

3.4. The audit firm acknowledges that IRMA may change the IRMA Assurance Program from time to time. The audit firm shall implement such changes within the given transition periods, and continually comply with these IRMA Assurance Program in its most recent versions once these versions have become effective. Changes to IRMA Assurance Program are not

subject to subsection 18.3 and therefore need not to be executed in writing or signed by the Parties to become effective.

- 3.5. The audit firm shall cooperate as is necessary to enable IRMA and the OB to verify fulfillment of the IRMA Assurance Program. In particular, the audit firm shall immediately (or – whenever this is impossible or would represent an unreasonable burden for the audit firm – within an appropriate period of time provide, upon IRMA's request:

3.5.1. any relevant documents, records, information, data (especially emails and computer files);

3.5.2. assistance of any reasonable kind to facilitate the process;

3.5.3. reasonable access to its premises, locations, affiliate offices and/or equipment;

3.5.4. reasonable access to the relevant knowledge of its directors, employees and/or other personnel (including subcontracted personnel) involved in the assessment activities carried out under this Agreement, in written or oral form, and/or

3.5.5. reasonable access to the aforementioned persons for the purpose of interviews,

which may be required by or of relevance for IRMA and/or the OB to conduct its assessments or other relevant activities, to make IRMA approval decisions, to verify compliance with the IRMA Assurance Program, or to assess the independence and impartiality of the audit firm with regard to any relationship with other bodies. The Parties agree that in cases of doubt the requested item shall be considered required/of relevance, and that information and/or documents may not be withheld based upon confidentiality, unless explicitly stated otherwise by contractual obligation, and written explanation is provided to OB and IRMA. To the greatest extent possible, the audit firm shall not enter into confidentiality agreements or other agreements with third parties which would impede assessments carried out by IRMA and/or the OB.

It is clarified that none of the aforementioned obligations shall force a audit firm to break any applicable laws.

- 3.6. The audit firm shall allow, facilitate and collaborate in arranging all types of assessments or other relevant assurance oversight activities when requested by IRMA and/or the OB.

- 3.7. The audit firm shall at all times have written and legally enforceable agreements with

3.7.1. clients (Participants and applications for participation in independent assessment), which include confidentiality obligations that hold Confidential Information to the same standard of care as required under IRMA's Participation Agreement with mining companies;

- 3.7.2. Subcontractors/Affiliate Offices, containing consistent terms as set forth in 3.7.1. and;
- 3.7.3. all other entities and/or personnel involved in the assessment activities carried out under this Agreement,

which commit the clients, Subcontractors/Affiliate Offices and other entities/personnel as mentioned above to:

- 3.7.4. provide, upon request of IRMA and/or the OB, information/ assistance to IRMA and/or the OB in the same manner as described under subsection 3.5., and
 - 3.7.5. to provide IRMA and/or the OB – with or without previous announcement by IRMA and/or the OB – reasonable access to their premises and locations to assess the audit firm's compliance with IRMA Assurance Program.
- 3.8. The audit firm shall claim IRMA approval only with respect to the scope for which it has been granted.
- 3.9. The audit firm shall not use IRMA approval in such a manner as to bring IRMA into disrepute.
- 3.10. The audit firm shall notify IRMA without delay of significant changes relevant to its IRMA approval. Such changes may concern:
 - 3.10.1. its legal, commercial, ownership or organizational status
 - 3.10.2. the organization, top management and key personnel
 - 3.10.3. personnel, resources and location(s)
 - 3.10.4. subcontractors/affiliate offices and type of activities they perform
 - 3.10.5. accreditation status
 - 3.10.6. scope of IRMA approval
 - 3.10.7. other matters that can affect the ability of the audit firm to fulfill the IRMA Requirements and/or
- 3.11. The audit firm shall assist in the investigation and resolution of any IRMA issues related to action / inactions of the audit firm as well as complaints about the audit firm referred to it by IRMA.
- 3.12. The audit firm will comply with the IRMA [Issues Resolution System](#).
- 3.13. The audit firm acknowledges and agrees that the IRMA [Issues Resolution System](#), including the process as described in the Oversight procedure, is a binding process.
- 3.14. The audit firm agrees to comply with the General Data Protection Regulation (GDPR) with respect to personal information of IRMA participants in accordance with the Joint Data Processing Addendum

attached hereto as Exhibit "A."

- 3.15. The audit firm consents that a person with authority to issue formal reports on behalf of the company including achievement level decisions under the IRMA Assurance Program will be identified on the audit report which may be published online.

4. Fees and Payment Schedule

- 4.1. The audit firm shall pay fees for IRMA's and the OB services (if applicable) in accordance with the fee table provided in the IRMA Oversight Procedure. Unless otherwise stated, fees are calculated in US Dollars.
- 4.2. IRMA may change the fees from time to time. In case of such change, IRMA will inform the audit firm by email about the change and provide the new fees table at least three (3) months prior to the intended change.
- 4.3. Invoices shall be paid within 30 calendar days following the date of the invoice. Payments shall be made in accordance with payment terms indicated on the invoice.

5. Publications and Announcements

The audit firm shall not make or permit a third party to make any announcement concerning an IRMA approval or a sanction without the written approval of IRMA. IRMA shall not unreasonably withhold or delay such approval.

6. Reference to IRMA Achievement and Use of Marks

- 6.1. The audit firm shall comply with the IRMA Assurance Program and the [IRMA Communication and Claims Policy](https://responsiblemining.net/resources/#irma-policies-and-procedures), in particular with regards for the use of marks. The Communications and Claims Policy is available here: <https://responsiblemining.net/resources/#irma-policies-and-procedures>

7. Insurance & Limitation of Liabilities

- 7.1. The audit firm shall maintain an insurance policy with a respectable insurance company covering its potential liabilities resulting out of this Agreement. Upon IRMA's request, the audit firm shall provide a copy of the insurance policy (including all addenda) and of all payments/renewals within 10 calendar days. The audit firm shall immediately inform IRMA if either a) it intends to cancel the insurance policy, or b) the insurance company announces that it intends to cancel the insurance policy. IRMA will be covered under the audit firm's insurance policy.
- 7.2. The audit firm agrees that IRMA shall not, as the result of the audit firm's participation in the IRMA Assurance Program, incur any direct or indirect liability connected to the mine site, the mine assessment process, the IRMA grievance process, contract terms between the audit firm and the participating site, approval status, the audit results or other activities involving the audit firm relative to its relationship with IRMA. Further, the audit firm agrees that it shall indemnify and hold harmless IRMA and its directors, employees and subcontractors from and against any direct

liabilities, damages, claims, personal injury or property loss, costs, and expenses (including costs of defense or settlement as well as reasonable attorney's fees) arising from any claim that may be made against IRMA by a third party (the "Third Party Losses") in connection with this Agreement, the assessment process or the mine site but only to the extent that such claim is caused by audit firm's negligence, recklessness, or misconduct. This indemnification extends to claims by owning companies, parent companies, partnerships, associated joint venture parties, or other parties claiming connection through the audit firm. The audit firm shall not be obligated to indemnify IRMA for any Third Party Losses caused by IRMA's gross negligence, wilfull misconduct, fraud, error, or omission arising from a breach of this Agreement by IRMA. IRMA shall promptly notify audit firm of any claims that may result in Third Party Losses for which indemnification may be sought and shall (i) use reasonable efforts to mitigate any Third Party Losses within the control of IRMA and (ii) follow reasonable directions of audit firm in defending the claims and IRMA shall not agree to settle claims without the prior written consent of audit firm (which consent shall not be unreasonably withheld).

- 7.3. 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 IRMA to pursue collections from the audit firm in the event of non-payment of invoices; nor does this Limit of Liability apply to the audit firm's obligations to indemnify IRMA for Third Party Losses pursuant to Section 7.2. This mutual Limitation of Liability does not limit the obligations and liability between the audit firm and the client.

8. Data Protection (Personal Data)

The Parties shall comply with applicable laws regulating the protection of personal data. As far as IRMA and/or the OB are processing personal data received from the audit firm, or the audit firm is processing personal data received from IRMA the Parties shall comply with the Joint Data Processing Addendum ("JDPA") attached hereto and applicable to the processing of such data. The provisions of such JDPA, attached shall prevail over any conflicting provisions contained in this Agreement as far as the nature, scope and permissibility of the processing of personal data is concerned.

9. Sanctions

- 9.1. If an audit firm fails to comply with the IRMA Certification Body Requirements, ISO 17021, the terms of this Agreement and IRMA's policies, and other normative documents or is/has been in breach of the terms of this Agreement, IRMA can impose sanctions on the audit firm.

- 9.2. Sanctions can include:

9.2.1. A formal warning;

9.2.2. Additional monitoring (frequency or duration of assessments and/or oversight activities) at the expense of the audit firm;

9.2.3. Suspension of all or part of the scope of approval;

9.2.4. Withdrawal of approval.

Details are regulated in the IRMA Oversight Procedure and other normative documents. IRMA's Issues Resolution System and its Oversight Procedures are a binding process on audit firm.

Imposing a sanction does not exclude IRMA from imposing another sanction or exercising any rights provided by the law or by this Agreement or by any other agreement concluded between the Parties.

10. Term, Termination of the Agreement & Consequences of Termination

10.1. Term

Starting with the Effective Date, this Agreement is of unlimited duration, unless terminated in accordance with Section 10.2. below.

10.2. Termination

10.2.1. This Agreement may be terminated by either Party by giving due notice in writing six (6) months in advance of the date of termination.

10.2.2. IRMA may terminate this Agreement for cause with immediate effect by providing written notice. Cause may especially be assumed if the audit firm:

10.2.2.1. fails to demonstrate compliance with the requirements by the date(s) specified in writing or within a maximum period of six (6) months of the effective date of a suspension decision;

10.2.2.2. fails to comply with the [Policy on Association](#)

10.2.2.3. intentionally or through gross negligence discredits or damages the reputation of IRMA or its participants and/or members.

10.2.2.4. breaches any provision of this Agreement and fails to cure said breach within twenty (20) days of written notice.

10.3. Consequences of Termination

Upon termination of the IRMA CB Agreement the audit firm shall:

10.3.1. Immediately cease all IRMA assurance activities;

10.3.2. Submit to IRMA within 10 calendar days a list of all clients affected;

- 10.3.3. Submit to IRMA any audit reports due for submission from audits completed prior to the withdrawal of approval;
- 10.3.4. Inform all subcontractors, affiliates, and clients within 15 calendar days in writing of the termination and, if applicable, of the withdrawal of the approval, and its related implications;
- 10.3.5. Cease referring to IRMA approval status and discontinue to use the IRMA marks in accordance with section 6 of this Agreement and IRMA Requirements.

The termination of this Agreement, however caused, shall not affect the rights, obligations or liabilities of the Parties that have accrued prior to the date of termination.

11. Representation, Assignment and Outsourcing/Subcontracting

- 11.1. Each Party is an independent contractor. 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.
- 11.2. 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.
- 11.3. The Parties may outsource activities to subcontractors but shall remain liable for the fulfillment of their contractual obligations and take responsibility for all outsourced activities. Each Party shall:
 - 11.3.1. describe the conditions under which outsourcing may take place;
 - 11.3.2. have a legally enforceable agreement covering the arrangements, including confidentiality and conflicts of interest, with each body that provides outsourced activities. Each Party shall provide reasonable background information on subcontractors employed in connection with this agreement upon request of the other Party.

12. Confidentiality

- 12.1. With respect to confidential information exchanged prior to or after the date of this Agreement, the "Confidential Information" both IRMA and audit firm shall (i) follow all applicable domestic data protection and privacy regulations relevant to the parties' jurisdiction and (ii) protect and keep Confidential Information confidential. Neither Party is expected to release Confidential 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 Parties acknowledge that the Glossary of Terms contained in IRMA Standard defines "Confidential business information," hereinafter "Confidential Information," as material that contains trade secrets or commercial or financial information AND that has been claimed confidential by its source. "Secret Information" is defined as information, as a body or in precise configuration and assembly of its components, not generally known among or readily accessible to persons within the field 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. For purposes of this Agreement, Confidential Information means all secret information relating to the business of either Party (including information concerning directors, employees, affiliates, shareholders or business partners (especially customers)), or relating to any third party interacting with either Party in connection with the execution of this Agreement, written or oral, marked as "confidential" or not, which is disclosed or otherwise made available to the receiving Party, directly or indirectly, through any means of communication or observation, by the disclosing Party or any of its affiliates or representatives.

- 12.2. 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, who in each case requires access to the information to fulfill its obligations under this Agreement (iii) comply with the reasonable directions of the disclosing Party and any applicable laws regarding the treatment of this information (including security and privacy requirements as required by law); and (iv) only use the Confidential Information of the other Party to fulfill its obligations under this Agreement.
- 12.3. The Parties agree that their respective directors, committee members, employees, subsidiaries, shareholders, subcontractors, peer reviewers and any other similar persons/entities shall be subject to the confidentiality obligations of this section 12. Each Party shall be responsible for compliance of its respective aforementioned persons/entities. Confidential Information shall at all times only be shared/accessed strictly on a "need-to-know" basis.
- 12.4. Confidential Information may be disclosed to third parties as far as:
 - 12.4.1. it is expressly permitted by this Agreement, and/or
 - 12.4.2. the other Party has agreed in text form (e.g. email), and/or
 - 12.4.3. it is disclosed to a lawyer, tax consultant, or auditor bound to confidentiality by the laws regulating his/her profession, for the purpose of rendering advice to the disclosing Party or representing the disclosing Party in a legal proceeding.

- 12.5. The Parties agree that IRMA is entitled to publish information concerning the audit firm's IRMA approval on IRMA's website or in other media. Such publications may comprise, for example, the company name and address, contact details, the date and scope of the approval(s), reapprovals, , changes to approval (e.g. suspension, withdrawal, scope reduction or extension) and the reasons for such changes, sanctions imposed and the reasons for such sanctions; verification of impartiality; assessments and dates they are scheduled for or have taken place, senior official or other designated contact person, assessment reports, achievement level decisions and any suspensions or withdrawals; and records relating to grievances and their management through IRMA's Issue Resolution Procedure.
- 12.6. The Parties further agree that IRMA is entitled to share any information concerning the audit firm's IRMA approval with the OB.
- 12.7. The restrictions on use and disclosure set out in this Agreement shall not apply to any information:
- 12.7.1. from the time it becomes available in the public domain through no breach of the terms of this document or other duty of confidence;
 - 12.7.2. if it was already known by the recipient of the information prior to the disclosure under this document except where that disclosure occurred as a result of a breach of confidence;
 - 12.7.3. if the recipient can reasonably demonstrate with tangible documentary evidence that it was independently developed by the recipient;
 - 12.7.4. is required to be disclosed by law or order of a court of competent jurisdiction or recognized stock exchange or governmental department or agency, provided that prior to such disclosure the Party consults with the other Party as to the proposed form, nature and purpose of the disclosure;
- 12.8. Confidential Information shall no longer be treated as such when it is in the public domain.
- 12.9. If the confidentiality provisions under this Agreement contradict those in IRMA policies and procedures and IRMA's participation agreement, this Agreement prevails.

13. Waiver

The failure by either Party, at any time, to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way effect the validity of this Agreement. The waiver of default by either Party shall not be deemed a continuing waiver or a waiver in general, but shall apply solely to the instance and/or the provision on this Agreement to which such waiver is directed.

14. Force Majeure

- 14.1. For the purpose of this clause 'Force Majeure' means any circumstances not reasonably anticipated at the date of this Agreement and not within the reasonable control of the Parties individually or collectively including, without prejudice to the generality of the foregoing, strikes, lockouts, shortages of labor, electricity or raw materials, civil commotion, riot, revolution, invasion, war, threat of or preparation for war, political unrest, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.
- 14.2. If and to the extent that either Party individually (or both Parties collectively) is (are) prevented or delayed by Force Majeure from performing any of its (their) obligations under this Agreement, the so affected Party shall be relieved of liability for failure to perform or for delay in performance towards the other Party, provided that:
- 14.2.1. the so delayed Party promptly notifies the other Party thereof, specifying the matters constituting Force Majeure, and
 - 14.2.2. provides evidence, as reasonably possible, of such circumstances in verification thereof, and
 - 14.2.3. specifies the period for which it is estimated that the prevention or delay will continue.
- 14.3. The Party affected by the Force Majeure nevertheless shall use its best efforts to resume full performance of its obligations under this Agreement at the earliest possibility. If the Force Majeure continues for a period of two (2) months or more following notification, the Party not affected by the Force Majeure may terminate this Agreement by giving not less than thirty (30) days prior notice to the other Party.
- 14.4. The notice of termination shall be of no effect if the Party affected by the Force Majeure resumes full performance of its obligations before the termination becomes effective.

15. Severability

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.

16. Jurisdiction, Law, ADR

- 16.1. The Parties shall settle amicably through direct negotiations any dispute, controversy or claim arising out of or relating to the present Agreement,

including breach and termination of the Agreement. The Parties agree to follow the IRMA Issues Resolution System.

- 16.2. Should such negotiations fail, any disputes shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction in the State of New York.
- 16.3. The place of arbitration shall be New York, United States. The arbitration tribunal shall consist of three (3) arbitrators. The substantive law of the State of New York shall be applicable to the dispute. The language of the arbitration proceedings shall be English.
- 16.4. Should such negotiations fail, 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 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.

17. Counterparts

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.

18. Miscellaneous

- 18.1. This Agreement and the Joint Data Processing Agreement 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.

18.2. 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.

18.3. Amendments, alterations or other adjustments to this Agreement, also changes to this subsection, must be confirmed in writing in order to be legally valid. The burden of proof shall be borne by the Party referring to an oral agreement superseding this Agreement.

19. Signatures

IRMA

Standards Body

Signature for and on behalf of IRMA

Title

Date of signature

Audit Firm

Signature for and on behalf of the
audit firm

Title

Date of signature

Annex A: JOINT DATA PROCESSING AGREEMENT

This Joint Data Processing Agreement ("Agreement") is an Addendum to the
Attached
Independent Audit Firm Agreement for the IRMA Assurance Program

Initiative for Responsible Mining Assurance (IRMA)

113 Cherry St, #74985
Seattle, WA 98104, USA

-hereinafter 'IRMA'-

And

-hereinafter 'audit firm'

(IRMA AND audit firm) (together as the "**Parties**")

WHEREAS:

- Both IRMA and audit firm may Control and Process Data.
- IRMA is contracting certain Services as acknowledged in the attached Agreement, which may imply the controlling and/or processing of Personal Data, either from IRMA as Controller to audit firm or from an IRMA participating Member to IRMA or audit firm or from audit firm to IRMA.
- 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. "**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.

- 1.1.3. "**Processor**" means the Recipient of the Personal Data;
- 1.1.4. "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.1.5. "**EEA**" means the European Economic Area;
- 1.1.6. "**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;
- 1.1.7. "**GDPR**" means EU General Data Protection Regulation 2016/679;
- 1.1.8. "**Data Transfer**" means:
 - 1.1.8.1. a transfer of Personal Data from IRMA or its participating Member to audit firm or from audit firm to IRMA; or
 - 1.1.8.2. an onward transfer of Personal Data from a Processor to a Subprocessor, or between two establishments of a Contracted Processor,
 - 1.1.8.3. 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);
- 1.1.9. "**Services**" means the activities in the Attached Principal Agreement.
- 1.1.10. "**Subprocessor**" means any person appointed by or on behalf of Processor to process Personal Data on behalf of IRMA, and IRMA Participant or audit firm in connection with the Agreement.
- 1.1.11. "**Principal Agreement**" means the attached Independent Audit Firm Agreement for the IRMA Assurance Program.
- 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. 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. The Controller hereby instructs the Processor to process Personal Data.
- 2.3. Processor Personnel: 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 / 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. Processor and 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, 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, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach Subprocessing.
- 3.3. 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, 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. 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 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. Processor shall notify Controller without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing 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. Processor shall co-operate with the Company and take reasonable commercial steps as directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

6. Data Protection Impact Assessment and Prior Consultation

- 6.1. 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 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. Processor shall provide written certification to Controller that it has fully complied with this section 7 within 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, 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.

9. Data Transfer

The Processor may not transfer or authorize the transfer of Personal Data to any countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Controller.

10. Joint Data Processing Agreement Terms and Conditions

Terms and conditions contained in the Independent Audit Firm 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.

IRMA

Standards Body

Signature

Title

Date of signature

Audit Firm

Signature

Title

Date of signature